

TERMS AND CONDITIONS OF HIRE

1. THESE TERMS

- 1.1 These are the Terms that apply to the Contract between you and us and upon which we hire the Equipment to you.
- 1.2 You must read these Terms carefully as they tell you who we are, how we will hire the Equipment to you and over what period of time.
- 1.3 We are Henderson Gray Limited, trading as Henderson Gray Marquee Hire. We are a limited company registered in Scotland and our company registration number is SC285022. Our registered address is First Floor 2b Valentine Court, Kinnoull Road, Dundee DD2 3QB. Our VAT number is GB 435 835 632. References in these Terms to “we” / “us” / “our” are to Henderson Gray Limited.
- 1.4 References in these terms to “you” / “your” are to you, the Customer/s, who is / are places an Order for the hire of the Equipment with us.
- 1.5 In these Terms the following words or expressions which begin with capital letters have the following meanings;
- Cancellation Charge: the amount calculated in terms of the cancellation clause detailed in the Schedule.
- Commencement Date: the date that we agree with you in accepting the Order that you take Delivery of the Equipment.
- Consumer: an individual person or persons acting for purposes which are wholly or mainly outside his / her / their trade or business.
- Contract: the contract between us and you for the hire of the Equipment.
- Damage Waiver: the amount of damage waiver (if any) detailed in the Contract and on the terms detailed in the Schedule.
- Delivery: the transfer of physical possession of the Equipment to you at the Site.
- Deposit: the deposit amount (if any) detailed in the Contract.
- Equipment: the equipment and related items for the use of the equipment (which also includes all replacements or renewals of such equipment and all related accessories and any instructions provided to you by us for the use of the Equipment) as detailed in these Terms and/or set out in the Order.
- Event Date: any date that you stipulate in the Order and which we confirm in our written acceptance of the Order under clause 2.2 and being the date / s upon which an event is to take place for which you require the Equipment.
- Hire Charge: The amount that you are to pay to us for the hire of the Equipment we confirm to you when we accept your Order.
- Hire Period: the period of time that you hire the Equipment from us which will begin on the Commencement Date and run for the period in the Order.
- Order: an order in writing placed by you with us for the hire of the Equipment.
- Site: the location at which the Equipment is to be delivered and erected as set out in the Order.
- Site Plan: an accurate and measured plan of the Site showing and identifying the location of any relevant services and any immovable obstacles.
- Schedule: the attached schedule of additional terms and conditions.
- Terms: these terms and conditions (including the Schedule) which shall apply to the Contract to the exclusion of any other terms and conditions which you may seek to impose or incorporate, or by previous course of dealings.
- VAT: value added tax chargeable under the Value Added Tax Act 1994.
- 1.6 In “writing” or “written” includes email.
- 1.7 If these Terms state that you must not do something this also means that you must not allow someone else to do it.
- 1.8 If you are not a consumer, these terms constitute the entire agreement between us and you in relation to the Contract. You acknowledge that you have not relied upon any statement, promise, representation, assurance or warranty made or given by or upon our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation based on any statement in these terms.

2. CONTRACT OF THE HIRE EQUIPMENT

- 2.1 Any Order you place with us is an offer by you to hire the Equipment in accordance with these Terms. It is your responsibility to ensure that the terms of the Order are complete and accurate.
- 2.2 The Order shall only be deemed to be accepted when we give to you a written acceptance of the Order. Once we have done so then at that point a Contract for the hire of the Equipment shall come into existence between you and us.
- 2.3 If we give you a quotation for the hire of Equipment this will not amount to an offer. A quotation shall only be valid for a period of 14 days from its date of issue.
- 2.4 Before we accept an Order from you, we may require to visit the Site or ask you for a Site Plan of the Site. It is your responsibility to ensure that the Site Plan is accurate in terms of measurements and identifying any trees, buildings, or other immovable objects and any service supply lines (being things such as overhead cables).
- 2.5 You must inform us as soon as possible, and at least fourteen days before the Commencement Date, of any change to the Site Plan or if you expect there to be any change to the Site Plan before the Commencement Date or during the Hire Period. If we can reasonably accommodate the change we will do so, but this may mean that there will be a change to the Hire Charge which we will confirm to you in writing. If we cannot accommodate the change, then we may terminate the Contract by giving written notice to you and clause 10.1 shall apply.
- 2.6 If you do not provide a Site Plan to us when we have asked you to do so, or if there is a change made to the Site Plan and you do not agree to a change in the Hire Charge as a result, then we may terminate the Contract by giving written notice to you and clause 10.1 shall apply.
- 2.7 We may need further information from you, even once we have accepted your Order. We will contact you to request this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us inaccurate or incomplete information, we may either end the Contract (and clause 10.1 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for any delay or failure to supply the Equipment (or any part of it) if this is caused by you not giving us the information within a reasonable time of us asking for it.
- 2.8 It is your responsibility to ensure that we have adequate access to the Site and the surrounding area to deliver the Equipment and to erect the Equipment. We will usually need to have vehicular access for a small lorry onto the Site or to within close proximity of the Site. If this is not possible you must inform us at the time that you place your Order. If you do not do so, or if you should not give us accurate information, we may either end the Contract (and clause 10.1 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for any delay or failure to supply the Equipment (or any part of it) if this is caused by you not informing us at the time you placed the Order, or if you should not give us accurate information.
- 2.9 The images of the Equipment on our website or in any brochure are for illustrative purposes only. The Equipment may vary from those images in terms of appearance.

3. HIRE PERIOD

- 3.1 The Hire Period starts on the Commencement Date and is for the period agreed in the Contract unless the Contract is terminated earlier in accordance with these Terms.

4. HIRE CHARGE AND DEPOSIT

- 4.1 You shall pay the Hire Charge to us in accordance with the date stated in the Contract and in accordance with these Terms. Any additional payments due to us (under clauses 2.5, 2.7, 2.8 or 5.5 must be paid before 10 days prior to the Commencement Date of us providing you with an invoice. All payments shall be made by Bank transfer or otherwise in cleared funds.
- 4.2 All charges are exclusive of VAT. We are registered for VAT purposes and VAT will be added to the charge at the prevailing rate as at the date of the invoice and is due and payable from you in addition to the charges.
- 4.3 We calculate the Hire Charge from the information you provide to us in the Order. If there is any subsequent change to the information you give us, for example the Site Plan not being correct, or you advise us of any change to the Site Plan under clause 2.5, you have not advised us of the accessibility to the Site under clause 2.8, or if there is any change of the Site, we shall endeavour to accommodate the changes. However, we may charge you any extra cost we incur as a result. If we cannot reasonably accommodate the change/s then we may terminate the Contract by giving written notice to you and clause 10.1 will apply.
- 4.4 **This clause only applies if you are not a Consumer.** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.5 **This clause only applies if you are a Consumer.** You must pay us in full the Hire Charge. However, if as a Consumer, you have any complaint or dispute with us relating to the Equipment or the Contract then you may withhold twenty per cent of the Hire Charge ("Withheld Amount") whilst the problem is resolved. If the problem cannot be resolved between us despite our

- 4.6 reasonable attempts to do so and there continues to be a disagreement between us and you then either you or we may refer the matter to dispute resolution under clause 16 or ask the court to resolve the matter.
- 4.7 If you do not make any payment that is due to us by the date for payment under the Contract, then we may charge you interest on the overdue amount at the rate of 4% per annum above the base rate of the Royal Bank of Scotland. This interest:
- (i) shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment and you shall pay the interest together with the overdue amount;
 - (ii) will not apply to the Withheld Amount although we may ask the arbiter of the dispute or the court to award interest under this clause.
- 4.8 The Deposit is a deposit which you pay to us and which we hold as part payment of the Hire Charge. If a Deposit is requested, then the same must be paid within seven days of the date the Contract is entered into between you and us. If you do not pay the Deposit within this time period, then we may terminate the Contract and clause 10.1 will apply.
- 4.9 If you fail to pay any or all Hire Charge payments (except for the Withheld Amount under clause 4.5) or any other additional charges due under 2.5, 2.7, 2.8 or 5.5 OR If you cause any loss or damage to the Equipment (in whole or in part) then we shall be entitled to apply the Deposit against any outstanding amount as compensation towards the loss or damage. We will still be able to claim from you any additional money outstanding after the Deposit has been applied and / or any additional money to compensate us for damage caused to the Equipment.
- 4.10 We shall refund the Deposit, or any balance of it in the event of a deduction under clause 4.8, within seven days of the end of the Hire Period but only provided the Equipment has been fully recovered by us.

5. DELIVERY AND ERECTION

- 5.1 We shall use all reasonable endeavours to make Delivery within seven days of the Commencement Date, however we cannot guarantee delivery in the event of something happening that is outside our control (please see clause 5.6).
- 5.2 Once we have Delivered and erected the Equipment, you are then responsible for it.
- 5.3 **This clause only applies if you are not a Consumer.** You shall ensure that a duly authorised representative ("Representative") of yours is present at the Site when the Equipment is erected. The Representative will be asked to inspect the Equipment once it has been fully erected and acceptance by him or her shall constitute conclusive evidence that you have examined the Equipment and found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection).
- 5.4 **This clause only applies if you are a Consumer.** We will allow you a reasonable time to inspect the Equipment after it has been erected and satisfy yourself that the Equipment is in good condition and complete and fit for the purpose for which it is intended. You will inform us as soon as you reasonably can after the Equipment has been erected if you believe that there is a problem with it and allow us an opportunity within a reasonable time to repair or replace the Equipment.
- 5.5 You are responsible for ensuring that the Site is suitable for the erection of the Equipment and is clear from all and any objects and debris and that we can access the Site with a reasonably sized vehicle to erect the Equipment. If when we attend to undertake Delivery the Site is not suitable for erection of the Equipment and free from objects and debris, we may charge you an additional amount for any work we have to undertake to clear the Site. If it is not possible for us to do so, then we may terminate the Contract and the provisions of clause 10.1 shall apply. We will not be responsible for any delay or failure to supply the Equipment (or any part of it) if this is caused by you not ensuring that the Site is clear from all objects and debris.
- 5.6 We are not responsible for delays outside our control. This includes bad weather which makes the Delivery and / or erection of the Equipment unsafe or impossible, or where it means that we have been unable to remove the Equipment from a previous site where it was erected, or as a result of shortage of labour to carry out the Delivery. We will contact you as soon as possible if an event happens outside our control which means that the Commencement Date is delayed. Provided we do this, we will not be liable for any delay caused. However, if there is a risk that this means that the Delivery will not be completed by the Event Date then you may contact us to end the Contract and receive a refund of any money, including any Deposit, that you have paid.

- 5.7 Hire Charges do not include attendance by our employees for any purpose other than erecting and dismantling marquees.

6. TITLE, RISK AND INSURANCE

- 6.1 The Equipment shall at all times remain our property. You shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to these Terms).
- 6.2 The risk of loss, theft, damage or destruction of the Equipment becomes yours after Delivery. The Equipment shall remain at your sole risk during the Hire Period and any further period of time during which the Equipment is in your possession ("Risk Period") until such time as the Equipment is recovered by us.
- 6.3 During the Risk Period you shall insure the Equipment at your own expense against loss and damage from all risks (including third party risks) and indemnify us against all loss or damage to the Equipment not recoverable under the policy of insurance

6.4 You shall give immediate notice to us in the event of any loss, accident, vandalism or damage to the Equipment arising out of or in connection with your possession or use of the Equipment. You shall also inform the police in the event of any vandalism or theft of the Equipment (or any part of it) and obtain a crime reference number which you shall give to us.

6.5 You agree that you will cooperate with us and provide us with as much information as we reasonably request.

7. YOUR RESPONSIBILITIES

7.1 You agree that you will during the Hire Period and for any additional period of time in which the Equipment is in your possession:

- (a) use the Equipment solely for the purposes for which the Equipment was designed;
- (b) not tamper with the Equipment or attempt to remove it, deconstruct it or in any other way interfere with the Equipment;
- (c) use the Equipment in accordance with any operating instructions provided in writing or verbally by us or by our agents;
- (d) take such steps (including compliance with all safety and usage instructions provided by us) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health;
- (e) immediately report any damage, loss, vandalism or defect to or in the Equipment to us and to the police;
- (f) make no alterations or additions to the Equipment;
- (g) keep us fully informed of all important matters relating to the Equipment of which we should reasonably be made aware;
- (h) keep the Equipment at all times at the Site and shall not move or attempt to move any part of the Equipment;
- (i) permit us or our duly authorised representative/s to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site, and shall grant reasonable access and facilities for such inspection;
- (j) not part with control of (including for the purposes of repair or maintenance), sell or offer for sale, sub-hire, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (k) not do or permit to be done any act or thing which will or may jeopardise our right, title and/or interest in the Equipment and, where the Equipment has become affixed to any land or building, you must take all necessary steps to ensure that we may enter such land or building and recover the Equipment both during the Hire Period and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of us of any rights such person may have or acquire in the Equipment and a right for us to enter onto such land or building to remove the Equipment;
- (l) not allow the Equipment to be confiscated, seized or taken out of your possession or control under any legal process, but if the Equipment is so confiscated, seized or taken, you shall notify the us immediately. We may insist under such circumstance that you shall at your sole expense use your best endeavours to procure an immediate release of the Equipment and shall indemnify us against all losses and expenses we reasonably incur as a result;
- (m) not use the Equipment for any unlawful purpose or allow any unlawful dealings or actions to be carried out within the Equipment;
- (n) at the end of the Hire Period or on earlier termination of this agreement allow us or our authorised representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment;
- (o) obtain and have in force throughout the Hire Period all necessary permissions from the Site owner (if you do not own the Site) to erect the Equipment on the Site (and provide documentary evidence of the same to us upon request);
- (p) obtain and have in force throughout the Hire Period all and any necessary permissions or permits from the Local Authority to erect the Equipment on the Site (and provide documentary evidence of the same to us upon request);
- (q) obtain and have in force throughout the Hire Period all and any necessary permissions or permits from the Local Authority relating to the planned activity which is to be carried out within the Equipment (and provide documentary evidence of the same to us upon request);
- (r) should electrical power be required by you to be within or around the Equipment, provide a certified and safe power supply within fifteen metres of the agreed position of the Equipment on the Site;
- (s) Not enter or allow anyone else to enter the Equipment, or the surrounding environment on the Site, whilst it is in the process of being erected or dismantled;
- (t) Not use any lighting, heating, cooking or any gas or electrical appliances within or close to the Equipment unless we have agreed this with you in writing;
- (u) Not affix or suspend any object from the Equipment unless we have agreed this with you in writing; and
- (v) keep any part of the Equipment that is a tent, marquee or framed structure completely closed and secure with door entries in place and fastened when not in use;
- (w) you will ensure that at all times the Equipment remains identifiable as being our property and will not deface, obscure or remove any wording or notice of ownership that may be on the Equipment.

Please note: clauses 7.2 and 7.3 only apply if you are not a Consumer.

7.2 You shall fully indemnify us against any damage or liability incurred by us as a result of your breach of your obligations under clause 7.1.

7.3 You acknowledge and agree that we shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by you or your officers, employees, guests, agents and contractors, and you undertake to indemnify us on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by you to comply with these Terms.

Please note: clauses 7.4 and 7.5 only apply if you are a Consumer.

7.4 We will be allowed to seek from you any loss or damage that is caused to us as a result of any breach by you of your obligations under clause 7.1. We recommend that you take out full insurance cover in respect of your use of the Equipment and whilst the Equipment is in your possession.

7.5 You accept that use of the Equipment by you, your guests, or anyone else permitted by you to do so is your responsibility and that we accept no claim or liability (unless caused by our negligence).

8. OUR RESPONSIBILITIES

8.1 We confirm that we will not, other than to exercise our rights under these Terms or any applicable law, interfere with your possession or use of the Equipment during the Hire Period.

8.2 We shall dismantle and remove the Equipment from the Site as soon as possible after the end of the Hire Period but time shall not be of the essence for us to do so. Until such time as the Equipment has been removed, the Equipment shall continue to be the responsibility of the Hirer.

9. YOUR RIGHTS TO CANCEL

Please note: clauses 9.1, 9.2, 9.3 and 9.4 only apply if you are not a Consumer.

9.1 Once the Contract has been entered into, either us or you may terminate the Contract by providing notice in writing to the other within seven days of the date of the Contract.

9.2 Given clause 9.1, you should not enter into any other Contract with any third party which will rely upon the hire and use of the Equipment during the Hire Period for a period of seven days after the date of the Contract.

9.3 In the event of cancellation pursuant to clauses 9.1 then we shall refund the Deposit and any Hire Charge paid in full within fourteen days.

9.4 Unless cancellation is made under clause 9.1, then upon termination of the Contract for any reason without prejudice to any other rights or remedies that we may have, you shall pay us the Cancellation Charge. .

Please note: clauses 9.5 to clause 9.12 inclusive only apply to Consumers.

9.5 Once the Contract has been entered into, either us or you may terminate the Contract by providing notice in writing to the other within seven days of the date of the Contract.

9.6 Given clause 9.5, you should not enter into any other Contract with any third party which will rely upon the hire and use of the Equipment during the Hire Period for a period of seven days after the date of the Contract.

9.7 In the event of cancellation pursuant to clauses 9.5 then we shall refund the Deposit and any Hire Charge paid in full within fourteen days.

9.8 Unless cancellation is made under clause 9.5, you can always choose to end the Contract at any time before the Commencement Date, but you must give us notice in writing and you may have to pay us reasonable compensation for any loss we incur as a result.

9.9 Subject to clause 9.10 below, if the Contract is entered into between us and you by post, telephone, email, on line or otherwise than at our business premises, you have fourteen days from the date after the date that we provide written notice of acceptance of the Order in which to cancel the Contract ("Cancellation Period").

9.10 In the event that the Commencement Date falls within the Cancellation Period and you have already taken delivery of the Equipment, you still have the right to change your mind and cancel the Contract, but you will still be liable to pay us for the hire of the Equipment for the period in which the Equipment has been in your possession and we shall be entitled to deduct the same from the refund to be paid under clause 9.12 in proportion to the total amount to be paid under the Contract.

9.11 If you decide to end the Contract during the Cancellation Period, you must inform us of your request to cancel;

- (i) By telephone to 01382 884722 followed up by email or letter;
- (ii) By email to info@hendersongray.co.uk; or
- (iii) In writing to Henderson Gray Limited, 12C Kilspindie Road, Dunsinane Industrial Estate, Dundee. DD2 3JP;

In each case above, you should provide full details of your name, address and a brief description of the Equipment ordered.

9.12 In the event of cancellation pursuant to clauses 9.9 (and subject to clause 9.10) we shall refund the Deposit and any Hire Charge paid in full within fourteen days.

9.13 You may terminate the Contract with immediate effect by giving us notice in writing if:-

- (i) you have a legal right to do so because we have done something wrong;

- (ii) there is a risk that the Delivery of the Equipment may be significantly delayed as a result of an event outside our control such as that it may not be Delivered and erected in time for the Event Date (see clause 5.6); or
- (iii) a petition is filed, a notice is given, a resolution is passed, or an order is made for or in connection with our winding up.

9.14 Upon termination or cancellation, you no longer have our permission to possess the Equipment and we may, or by our authorised representatives may, without notice, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located.

9.15 Termination or expiry of the Contract shall not affect any of our or your rights, remedies, obligations or liabilities that have accrued prior to the date of termination or expiry.

10. OUR RIGHT TO CANCEL

10.1 We may terminate and end the Contract at any time by writing to you if;

- (a) you do not make any payment to us when it is due and you still do not make the payment within seven days of us reminding you that the payment is overdue;
- (b) you do not, within a reasonable time of us asking for it, provide us with information we reasonably require from you (see clause 2.7);
- (c) you do not make payment of the Deposit on time (see clause 4.7);
- (d) you advise us of a change to the Site Plan which we are unable to reasonably accommodate (see clause 2.5);
- (e) there is not adequate access to the Site (see clause 2.8);
- (f) you do not provide us with a Site Plan when we have asked you to do so (see clause 2.6);
- (g) we find that the Site is not clear of objects and debris and it is not reasonably possible for us to erect the Equipment (see 5.5);
- (h) you are made bankrupt or you suspend, or threaten to suspend, payment of debts due to your creditors; or
- (i) where you are not a Consumer, and you are a company or limited liability partnership, and are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986.

10.2 **This clause only applies if you are a Consumer.** If we end the Contract because of any of the situations set out in clause 10.1, we will refund your Deposit or any Hire Charge you have paid but we may deduct from those monies or charge you reasonable compensation for the loss we incur as a result.

11. NON-CONSUMER WARRANTY

Please note: This section applies only if you are not a Consumer.

11.1 We warrant that the Equipment shall substantially conform to its specification, be of satisfactory quality and fit for any purpose held out by us. We shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself during the Hire Period, provided that:

- (a) you inform us of any defect as soon as reasonably possible;
- (b) the defect did not materialise as a result of misuse, neglect, alteration, repair, mishandling or unauthorised manipulation by any person other than our authorised personnel; and
- (c) the defect did not arise out of any information, design or any other assistance supplied or furnished by you or upon your behalf.

11.2 We shall use our best endeavours to supply the Equipment as ordered by you. We shall however have the right to provide Equipment which may be different in design or appearance to the Equipment ordered provided the same is not materially different in size or specification.

11.3 If we fail to remedy any material defect in the Equipment in accordance with clause 11.1, or if the Equipment supplied is materially different in size or specification to the Equipment ordered, then we shall, at your request, remove part or all of the Equipment and, if all the Equipment is removed, refund any money you have paid to us in full, or, if only part of the Equipment is removed, make an appropriate reduction to the Hire Charge payable during the remaining term of the Hire Period.

12. CONSUMER WARRANTY

Please note: This section applies only if you are a Consumer.

12.1 We warrant to you that the Equipment shall conform to its specification, be of satisfactory quality and fit for any purpose held out by us.

12.2 We warrant to you that the installation and erection of the Equipment on the Site will be carried out with reasonable care and skill.

12.3 We shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment or the installation on Site which becomes apparent during the Hire Period and for which we are responsible.

12.4 We are not responsible for any defect which arises as a result of your misuse, neglect, negligence or unauthorised use of the Equipment.

12.5 If the Equipment does not comply with the warranties in clauses 12.1 or 12.2, then you have legal rights and remedies and may be entitled to a full refund and / or to cancel the Contract. You should seek advice from an advice agency (such as the Citizens' Advice Bureau) or legal advice. In the event that you cancel the Contract, or part of the Contract, we will attend and remove the Equipment (or the part of the Equipment that does not comply with the Contract) from the Site and repay you all or an appropriate proportion of the money that you have paid to us.

13. NON-CONSUMER LIABILITY

Please note: This section applies only if you are not a Consumer.

13.1 Without prejudice to clause 13.2, our maximum aggregate liability for breach of the Contract (including any liability for the acts or omissions of our employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the Hire Charge.

13.2 Nothing in these Terms shall exclude or in any way limit:

- (a) either your or our liability for death or personal injury caused by our or your negligence;
- (b) either our or your liability for fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be excluded by law.

13.3 These Terms contain the full extent of our obligations and liabilities in respect of the Equipment and its hiring to you. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on us except as specifically stated in the Contract. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within the Contract, whether by statute, common law or otherwise, is expressly excluded.

13.4 We shall not be responsible for any loss or damage to the Site or to any third party property or land or to any property or land of yours unless the same is caused by our negligence. You accept that when we are delivering and erecting the Equipment, that some small amount of damage may be caused to the Site upon which the Equipment is erected as well as the surrounding area. We are not responsible for the cost of repairing any pre-existing faults or damage to the Site, your property or that of any third party.

13.5 Without prejudice to clause 13.2, neither you nor we shall be liable under this agreement for any:

- (a) loss of profit;
- (b) loss of revenue;
- (c) loss of business; or
- (d) indirect or consequential loss or damage, in each case, however caused, and even if foreseeable.

14. CONSUMER LIABILITY

Please note: This section applies only if you are a Consumer.

14.1 We are responsible for loss or damage only that is a foreseeable result of a breach of the Contract. Such loss and damage is only foreseeable if it is obvious or if at the time that you and we entered into the Contract you and we both knew it might happen.

14.2 We do not exclude in any way our liability for death or personal injury caused by our negligence or that of our employees, agents or subcontractors, for fraud or fraudulent misrepresentation, or for defective products under the Consumer Protection Act 1987.

14.3 You accept that when we are delivering and erecting the Equipment, that some small amount of damage may be caused to the Site upon which the Equipment is erected as well as the surrounding area. We will do our best to limit this damage but cannot be responsible for the same. In addition, we are not responsible for the cost of repairing any pre-existing faults or damage to the Site, your property or that of any third party.

14.4 The Equipment is hired to you for domestic and private use only. If you use the Equipment for any commercial or business purpose we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15. OTHER TERMS

15.1 We may transfer our rights and obligations under the Contract to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights.

15.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

- 15.3 Nobody else has any rights under the Contract. The Contract is between you and us. No other person shall have any rights to enforce any of its Terms. Neither of us will need to get the agreement of any other person in order to end the Contract or make any changes to these terms.
- 15.4 If a court finds part of these Terms is illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5 Even if we delay in enforcing the Contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking the Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 15.6 These Terms and the Contract are governed by Scottish law. You can bring legal proceedings in the Scottish courts, although if you live in England you can bring legal proceedings in either the Scottish or the English courts, and if you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the Scottish courts.

16. ALTERNATIVE DISPUTE RESOLUTION

- 16.1 Alternative Dispute Resolution (ADR) is a process where an independent body considers the facts of any dispute between parties and seeks to resolve the dispute without court proceedings. We are a member of MUTA (company name The Performance Textiles Association Limited whose registered office is at 10B Red House Yard, Gislingham Road, Thornham Magna, Suffolk IP23 8HH). We adhere to MUTA's "Safe Use and Operation of Temporary Demountable Fabric Structures" code which is available at www.muta.org.uk. MUTA offers a mediation service and you can contact MUTA on 01379 788673 or by email at info@muta.org.uk to ask that MUTA considers a complaint or dispute.
- 16.2 Alternatively, to clause 16.1, you can contact another ADR provider. Details can be found at <http://www.tradingstandards.uk/advice/AlternativeDisputeResolution.cfm>. However, we do not necessarily agree to use a particular ADR provider.
- 16.3 In the event that either you or we are not happy with the outcome of ADR, either may still commence legal proceedings.

Schedule Additional Terms

1. Cancellation Charge

In the event of cancellation by you, you will be liable to pay the following percentage of the total Hire Charge, relative to the amount of notice provided by you:

PERIOD OF NOTICE	PERCENTAGE OF THE TOTAL HIRE CHARGE
More than 90 days	25% or deposit paid, whichever is the greater
61 to 90 days	45% or deposit paid, whichever is the greater
31 to 60 days	60% or deposit paid, whichever is the greater
8 to 30 days	75% or deposit paid, whichever is the greater
Up to 7 days	100%

2. Damage Waiver

If you purchase Damage Waiver from us, your liability under the Terms is not affected except that your liability in relation to wear and tear and accidental damage is limited to the amount detailed in the Damage Waiver. Any damage exceeding that amount shall not be covered by the Damage Waiver and you will remain liable for it and also for any legal liability to third parties (whether under clause 7.3 if you are not a Consumer, clause 7.5 if you are a Consumer or otherwise).

3. Data Protection/ Photography

3.1 We may use your personal data for business purposes include the following:

- 3.1.1 Compliance with our legal, regulatory, and corporate governance obligations;
- 3.1.2 Ensuring business policies are adhered to (such as email / internet use);
- 3.1.3 Operational reasons such as recording transactions, training, quality control and ensuring the confidentiality of commercially sensitive information;
- 3.1.4 Marketing of our business;
- 3.1.5 Investigating complaints;
- 3.1.6 Improving services.

3.2 'Personal data' means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Personal data we gather may include individuals' phone number, email address, marital status, nationality, job title.

3.3 We may use photography of your event for our marketing purposes.