

DEFINITIONS

'Company' means BAYA Hire whose head office is located at Unit 5, Velator way, Braunton, Devon, EX33 2DU
'Client' is the person hiring the Equipment from the Company.

'Equipment' is the Geodome(s) and other materials specified on the Booking Form being owned and maintained by the Company and nothing else. Equipment does not include that of Third Party Suppliers. 'Period of Hire' is the period between completing the erection of the Equipment and beginning the dismantling.

'Hire Charge' is the amount payable by the Client to the Company as specified on the Booking Form.

'Booking Form' is the form issued by the Company to the Client containing details of the Equipment, Period of Hire and Hire Charge.

'Third Party Supplier' is a company or individual not owned directly by the Company and shall not form any party of a contractual obligation between the Company and the Client. 'Third Party Equipment' is equipment owned, supplied, erected and maintained by a Third Party Supplier. All such equipment shall not be the responsibility of the Company.

1. CONDITIONS

Unless stated in writing all orders are accepted subject to the Terms and Conditions of hiring stated below and the Client by authorising or allowing work to proceed is deemed to have acknowledged this.

2. THE COMPANY UNDERTAKES:

- a. To deliver the Equipment and proceed to erect it on or before the Set Up date shown on the Booking Form.
- b. To dismantle and remove the Equipment from the site on or after the Dismantling date shown on the Booking Form.

3. THE CLIENT UNDERTAKES:

- a. To pay a Deposit to confirm the booking and to pay the Balance in accordance with the Invoices. The Company reserves the right not to provide the Equipment should payment not be received.
- b. To provide the Company with either a plan showing the position in which the Equipment is to be erected and all underground services and any apparent obstacles or to make available a representative on the site for that purpose. In the absence of both then the Company having erected the Equipment where it thinks fit shall be deemed to have completed the contract. In any event, the Client and not the Company will be responsible for any damage to underground cables or pipes.
- c. To obtain permits from any authorities who are or may be concerned and to make application where necessary to the Planning Authority, District Surveyor, Police, Fire Brigade and any similar authority or organisation. Any costs incurred in delays or modifications in the work arising from the absence or misrepresentation of all such necessary permissions and permits shall be payable to the Company by the Client.
- d. Where appropriate to obtain a licence from the Local Authority. Any requirements under the licence must be notified to the Company in writing, at least 28 days prior to erection. Should the Company for any reason be unable to comply with these requirements, then the Client shall be notified and the Contract shall be deemed to have been cancelled by the Client.

- e. If any part of the Equipment includes electrical apparatus to provide such power points or supply as may be reasonably required by the Company within 15 metres of the Equipment
- f. Not to enter the Equipment whilst it is being erected or dismantled by the Company.
- g. To keep any part of the Equipment that is a Geodome completely closed and secure and in particular any door fastened when not in use
- h. Not to use any lighting, heating, cooking or other gas or electrical appliances of any kind without the prior written consent of the Company
- i. Not to light, or allow to be lit, any fire, candle or other naked flame within or close to the Equipment without the prior written consent of the Company
- j. Not to tamper with the structure or any part of the Equipment and in particular not to affix or suspend from the Equipment any item whatsoever without the Company's prior written consent.

4. VARIATIONS

- a. The Hire Charge is based on the assumption that the Client provides a firm and level site of turf (or some other material not impervious to stakes and able to absorb rainwater) and is served by a firm access road adjacent to the site with adequate hard-standing for commercial vehicles, is free from flooding, trees and overhead obstruction. If this is not the case or if the Client wishes the Company to erect the Equipment in a different position on the site to the one indicated by the Client to the Company at the time of booking and in either event the costs to the Company are subsequently increased by reason of increase in labour costs or any other factor the Company may increase the price in accordance with the Company's published price list and hourly labour rates then in force.
- b. The Company will use all reasonable endeavours to supply the Client with the Equipment but where this is not possible the Company will notify the Client as soon as possible with any alterations to the design and specifications of the Equipment and where alteration is fundamental the Client may terminate this contract and any deposit paid will be refunded.

5. LOSS, DAMAGE AND INSURANCE

- a. The Client shall be responsible throughout the Period of Hire for the maintenance and safe custody of the Equipment.
- b. The Client must be satisfied with the Equipment before use and should notify the Company of any incorrect deliveries or unacceptable equipment before use.
- c. The Client shall be responsible for and indemnify the Company against any loss to all hired Equipment whatsoever the cause.
- d. The Client shall at its own expense insure Equipment with an insurance company of repute (naming BAYA Hire as a loss payee) against all loss

or damage (whether or not the Client's or the Company's fault) in an amount equal to its replacement cost new and against liability for any continuing Hire Charges until earlier of: return of Equipment to the Company in good working order and condition (fair wear and tear excepted) or if not capable of economic repair its replacement with equivalent new equipment or receipt by the Company of payment in full of its

replacement cost new and all other sums due hereunder. We recommend Events- Insurance as a provider for this insurance but this remains

at the Clients discretion.

- e. Client hereby irrevocably authorises the Company in name and on behalf of Client to make any claims under the insurance in respect of loss of or damage to Equipment, to settle or compromise such claims and to receive and give good discharge to insurers for any moneys payable. Client shall not do or allow to be done any act or thing whereby insurance of Equipment may be invalidated.
- f. If Equipment is lost or damaged, Client shall notify the Company forthwith, assist in making appropriate claims under such insurance and not without the Company consent settle or compromise any claim.
- g. Client will on request at any time produce to the Company a receipt for current premium and the insurance policy documents in the Client's name and covering all Equipment.
- h. The Company accepts no responsibility for loss or damage to any equipment or materials of the Client or any Third Party Equipment, which the Company may agree to store or transport, and any such equipment or materials shall at all times be at the Client's risk.

6. UNDERSTANDING

- a. The Hire Charge does not include making good any repairs to the Site unless caused by the negligence of the Company's servants, agents or contractors.

7. CANCELLATION POLICY

- a. Either party shall have the right to terminate this Contract without penalty within fourteen days from the date hereof, subject to written confirmation of such termination being given by one party to the other within such period. In the event of such termination by either party, the Company shall refund to the Client all sums paid by the Client to the Company by way of deposit or otherwise.
- b. Should the Client wish to cancel the Contract within 28 days prior to the Set Up date shown on the Booking Form, then the Client must pay a full cancellation charge equalling the full value of the Hire Charge.
- c. In the period between the fourteen days referred to in clause 7a) and the 28 days prior to the Set Up date shown on the Booking Form, if the Client wishes to cancel and the Company is able to re-hire the Equipment then the Client may receive a refund of their deposit, minus an administration charge based on the costs incurred by the Company in re-hiring the Equipment. In any event any administration

charges shall not exceed 20% of the Hire Charge.

- d. If the Company has to cancel the Contract for any reason, then all monies paid by the Client will be returned to them forthwith, except for exclusions outlined in section 8a.

8. EXCLUSION OF LIABILITY

- a. The Company will make every effort to complete the erection of the Equipment on or before the Set Up date shown on the Booking Form provided that the Client has complied with the undertakings set out above. If the Equipment is not erected on or before the Set Up date shown on the Booking Form the Client shall have the right to withdraw and the Company shall return all monies paid. If the Equipment is not erected because of delays due to weather or other circumstances beyond its reasonable control the Company shall not be liable to pay further compensation to the Client.
- b. The Company retains the right to decide that it is deemed unsafe to erect the Geodomes and other hired equipment due to any extreme weather conditions that may be apparent in the lead up to the set up date. The Company's decision will be based around the guidelines given by their structural engineers recommendation and is final. In these circumstances beyond the Company's reasonable control the company shall not be liable to pay further compensation to the Client. It is recommended that a contingency site be selected to prepare in the case of an unprotected/unsheltered site being deemed unusable in extreme weather conditions.
- c. The Company will take all reasonable care to avoid damage to the Clients' own equipment and property but cannot be responsible for any loss suffered by the Client in respect thereof other than as a result of the negligence of the Company's servants, agents or contractors.
- d. The Company shall take no responsibility for or be forced to indemnify by the client, resulting from the failure to supply, breakdown, loss, theft or damage to ANY Third Party Equipment. This specifically includes, but is not limited to, generators, lavatories and PA systems. Whilst Third Party Equipment might be included on the Company's Booking Form it is agreed between the Company and the Client that the Company is exempt from any contractual obligation or indemnification resulting from breakdown, failure, theft or loss of equipment provided by a Third Party Supplier. The client will be provided with and must sign in agreement and comply with the Terms and Conditions of Hire specific to the Third Party Supplier supplying any Equipment.

9. THIRD PARTY LIABILITY

The Company will not be responsible for and the Client will indemnify the Company against all claims for the injury to persons or loss or damage to property howsoever caused unless it is proved that such injury or damage was caused by faulty material or workmanship or negligence on the part of the Company.