



Conditions of hire

For the purposes of this document the following terms are defined as follows:

“Client” – The individual, company or organisation that has entered into a Hire Agreement for the supply of Equipment and/or Services from the Company.

“Company” – Atlas Domes.

“Equipment” – The Geodome(s) and other materials such as flooring and lighting supplied by the company to the Client in terms of the Hire Agreement. 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 Agreement” – The agreement for the supply of Equipment and/or Services by the Company to the Client.

“Hire Charge” - The amount payable by the Client to the Company as specified in the quotation.

1. Conditions

Unless stated otherwise in writing, all quotations are accepted subject to these Terms and Conditions; and the Client, by authorising or allowing work to proceed, is deemed to have accepted these conditions.

2. The Company undertakes

To deliver the Equipment and to proceed to erect it on the date stated on the quotation and to dismantle and remove the Equipment from the venue as soon as reasonably practical after the Period of Hire.

3. The Client undertakes

1. To pay a deposit to confirm the booking and to pay the balance in accordance with the invoice. The Company reserves the right not to provide the Equipment should payment not be received.
2. To pay interest on all monies outstanding 14 days after the date for payment both before and after judgement at a rate of 4 per cent per annum above the base rate of Royal Bank of Scotland plc from time to time.
3. 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.
4. Not to enter or the Equipment while it is being erected by the Company and to communicate this condition in particular to children or guests and other contractors on site.
5. 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.

6. 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.
7. To report any defects or faults with the Equipment supplied as soon as they are noticed and certainly within 24 hours of delivery. Should equipment fail during an event the client must immediately inform the Company to allow them the opportunity to rectify the situation.
8. To obtain permits from any authorities who 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 any necessary permits shall be payable to the Company by the Client.
9. 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.
10. 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.
11. 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.
12. Not to use any lighting, heating, cooking or other gas or electrical appliances of any kind nor to light any fire, candle or naked flame inside the geodomes without the prior written consent of the Company.

13. 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 prior written consent of the Company.

4. Variations

1. The Company will use its best endeavours to supply the Client with the Equipment ordered but where this is not possible the Company will notify the Client as soon as possible of any alterations to the design and specifications of the Equipment and where alteration is fundamental, the Client may terminate the agreement and any deposit paid will be refunded.
2. 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 price list and hourly labour rates then in force.

5. Loss, damage and insurance

1. The Client shall be responsible throughout the Period of Hire for the maintenance and safe custody of the Equipment.

2. The Client must be satisfied with the Equipment before use and should notify the Company of any miscounts, incorrect deliveries or unacceptable Equipment before use.
3. The Client must provide to the Company proof of having arranged insurance (naming Atlas Domes as a loss payee) against all loss or damage in an amount equal to its replacement cost and against liability for any continuing Hire Charges until the return of the 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.
4. The 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 the Equipment, to settle or compromise such claims and to receive and give good discharge to insurers for any moneys payable. The Client shall not do or allow to be done any act or thing whereby the insurance of the Equipment may be invalidated.
5. The Client shall report any loss or damage of the Equipment as soon as it is noticed, assist in making appropriate claims under such insurance and not without the Company consent settle or compromise any claim.
6. 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. Understandings

The Price does not include making good any repairs to the site, unless caused by the negligence of the Company's employees, agents or contractors, which includes damage

to electrical and communication cables and underground pipes, which remain the responsibility of the Client.

7. Cancellation

1. Either Party shall have the right to terminate this contract, without penalty, within fourteen days of the agreement of contract, subject to written confirmation of such termination being given by one Party to the other within this 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.
2. Once the period of fourteen days referred to in the preceding clause has passed, should the Client cancel the contract the Client shall compensate the Company to the extent of their reasonable costs incurred. As a guide, these would be no more than 20% of the Hire Charge if the Company is able to re-let the Equipment or 50% if it unable to do so. Cancellation less than seven days prior to the Period of Hire may result in higher costs, but the compensation due will not in any event exceed the Hire Charge.
3. If the Company has to cancel the Contract for any reason, then all monies paid by the Client will be returned to them, except for exclusions outlined in the following clause.

8. Exclusion of Liability

1. The Company will make every effort to complete the erection of the Equipment on or before the agreed set up date provided that the Client has met all the conditions set out above. If the Equipment is not erected on or before the agreed set up date, 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.

2. The Company retains the right to decide that it is 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 on the guidelines given by their structural engineer's 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.
3. The Company will make every effort to avoid damage to the Clients' own equipment and property but cannot be responsible for any loss suffered by the Client other than as a result of the negligence of the Company's employees, agents or contractors.
4. 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 heaters. Whilst third party equipment might be included on the Company's quotation, 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.
5. The Company shall have no liability to the Client or any third party for any damage or loss to/of property or for the injury to any person unless it is proved

that such injury, loss or damage was caused by the fault or neglect of the Company or its employees, agents or independent contractors.

9. Booking procedure and payment terms

1. A 50% deposit with a written order is required to confirm a booking.
2. The 50% deposit payment indicates acceptance of these Terms & Conditions.
3. The balance is due seven days prior to the Delivery Date.