

SHOWCASE EXHIBITION SERVICES
GENERAL TERMS OF HIRING

Supplemental to those matters set out on the face hereof

1. Preliminary

No condition or warranty other than here in specifically set forth shall be implied or deemed to be incorporated or to form part of this Agreement and no variation therefrom shall be accepted unless in writing signed on behalf of the Owners. Trailers shall be hired at the hire charge shown overleaf (subject to the conditions of hiring provided by any statutory instrument controlling rates of hire of Trailers and subject to the following further conditions where not inconsistent therewith).

2. Firm booking Contract

A Contract is only considered binding or a firm booking accepted on receipt of the 50% deposit along with signed Green copy of the Hire Agreement Form/Invoice.

3. Deposits

Any deposit shown on the face of this Agreement shall be paid by the Hirer to the Owners. The deposit shall be held by the Owners against payment of any sums including the hire charge which fall due to be paid by the Hirer under the terms of this Agreement. Any part of the deposit remaining after payment of such sums shall be returned to the Hirer after all such sums due shall have been discharged.

4. Terms of payment

50% of hire value to be returned with signed (Green Copy only) of Hire Form within fourteen days of the above date, or the attached Hire Agreement will be considered cancelled. Balance of 50% to be forwarded fourteen days prior to the Hire taking place.

(Trailers will not be released or delivered for Hire until full payment has been received and cleared by Showcase Exhibition Services.)

5. Commencement and termination of hire

5.1 The period of hire shall commence from the booked time of hiring or from the time when the Trailer leaves the Owner's Depot (whichever shall be earlier) and shall continue until the Trailer is received back at the Owner's Depot, or until the scheduled date and time of return (whichever shall be later).

5.2 If the Trailer is not returned to the Owner's Depot by the scheduled date and time of return, the Hirer shall pay to the Owners a sum equal to twice the daily hire charge for each day or part of a day which the Trailer is retained beyond the scheduled date of return.

6. Cancellation of Contract

If, after receipt of written confirmation should the Contract be cancelled, then a sum equal to 25% of the Hire value would be levied.

7. INSURANCE AND LOSS AND DAMAGE

7.1 The Hirer shall be responsible for ensuring that their own Insurance Policy in force for their towing vehicle covers any loss or damage to their own towing vehicle or to third parties occurring whilst the Trailer is being towed.

7.2 The Hirer shall make good to the Owners all loss or damage to the Trailer including its tyres, wheels and accessories or to any third parties arising from the use of the Trailer by the Hirer.

7.3 The Hirer shall arrange comprehensive insurance against all the usual risks, including Fire, Theft and any other accidental damage, for the full Replacement Value of the Trailer and its Equipment. The Replacement value is as stated below. The insurance cover must be effective from delivery to site or collection of the Trailer from the Owners premises until the Trailer is collected from site or returned to the Owners premises.

7.4 The Hirer shall additionally arrange comprehensive insurance against all the usual risks as stated in 7.3 above in respect of Consequential Losses caused to the Owners as a result of loss or damage causing the Trailer to be unavailable or unfit for further hire. In this connection the sum to be Insured shall be as stated below, equivalent to eight weeks at the Owners standard Hire Charge. The insurance cover must be effective as in 7.3 above.

Replacement Value: plus V.A.T.
Consequential Losses: plus V.A.T.

8. CONSEQUENTIAL LOSS TO THIRD PARTY

No liability will attach to the Owner for any consequential loss or damage due to any failure in the Equipment or non-arrival or late delivery of the Equipment or any breach of Contract whatever by the Owner or the Owner's employees.

9. INSURANCE CERTIFICATION

Documentary evidence of insurance cover to the above conditions is required prior to the commencement of the Hire.

We are able to arrange insurance cover to meet the requirements of the Conditions of

Hire on your behalf.

Cost: plus V.A.T.

10. Sub-letting

The Hirer shall not sub-let or lend the trailer or any part thereof to any third party without first receiving the written permission of the Owners.

11. Condition of Trailer

11.1 The Trailer at the commencement of the hiring had been carefully checked by the Owners and is in good repair and condition so far as the Owners can ascertain. It is the Hirer's responsibility however to ensure that the Trailer is in good repair and condition and that any defects in the Trailer's condition will be noted on the face of this Agreement. On return of the Trailer it will be checked by the Owner's representative and any defects in the Trailer's condition will be noted on the face of this Agreement and must be acknowledged by the signatures of the duly authorised representative of the Owners and of the Hirer. Any damage or disrepair which has occurred to the Trailer shall be made good at the Hirer's expense.

11.2 The Hirer shall when hiring Trailers take all reasonable steps to keep himself acquainted with the state and condition thereof. If Trailers be continued at work or in use in an unsafe and unsatisfactory state, the Hirer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising therefrom.

12. Servicing and inspection

The Hirer shall at all reasonable times allow the Owners, their agents or insurers to have access to the Trailer to inspect, test, adjust, repair or replace the same. So far as reasonably possible, such work will be carried out at time, where possible to suit the convenience to the Hirer.

13. Repairs and adjustments

The Hirer shall not repair or attempt to repair the Trailer unless specifically authorised by the Owners.

14. Breakdown

Any breakdown or the unsatisfactory working of any part of the Trailer must be notified immediately to the Owners by telephone or Facsimile. The Hirer shall be responsible for all expenses involved, arising from any breakdown and all loss or damage incurred by the Owners due to the Hirer's negligence or misuse of the Trailer, whether by the Hirer or servants or agents of the Hirer.

15. Notice of accidents

If the Trailer or its towing vehicle is involved in any accident resulting in injury to person or damage to property, immediate notice must be given to the Owners by telephone or facsimile and confirmed in writing to the Owners, and no admission, offer, promise of payments or indemnity shall be made by the Hirer without the Owner's consent in writing.

16. Government regulations

The Hirer will be responsible for compliance with all Acts of Parliament and regulations issued thereunder and all regulations of local authorities, including regulations under the Road Traffic Acts. It shall be the Hirer's responsibility to ensure that number plates on the Trailer comply with legal provisions in force from time to time.

17. Protection of the Owner's rights

17.1 The Hirer shall not rehire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Trailer and shall protect the same against distress, execution, or seizure and shall indemnify the Owner against all losses, damage, costs, charge and expenses that may be occasioned by any failure to observe and perform this condition.

17.2 If the Hirer shall make default in punctual payment of all sums due to the Owners for the hire of the Trailer or other charges or shall fail to observe and perform the terms and conditions of this Contract, or if the Hirer shall suffer any distress or execution to be levied against him or make or propose to make any arrangements with his creditors or being a company, shall go into liquidation or shall do or shall cause to be done or permit or suffer any act or thing whereby the Owner's rights in the Trailer may be prejudiced or put into jeopardy, this Agreement shall forthwith be terminated (without any notice or other act on the part of the Owners and notwithstanding that the Owners may have waived some previous default or matter of the same of a like nature), and it shall thereupon be lawful for the Owners to retake possession of the Trailer and for that purpose to enter into or upon any premises where the same may be and the determination of the hiring under this condition shall not affect the right of the Owners to recover from the Hirer any moneys due to the Owners under this Agreement or damages for breach thereof.

18. Arbitration

If during the continuance of this Agreement or at any time thereafter any dispute, difference or question shall arise between the Owners and the Hirer in regard to this Agreement or the construction of these conditions or anything therein contained or the rights or liabilities of the Owners or the Hirer such dispute, difference or question shall be referred pursuant to the Arbitration Act 1950 or any statutory modification thereof, to a sole arbitrator to be agreed upon by the Owners and the Hirer.