

Terms and Conditions for Hire and Sale of Goods to Consumers and Businesses

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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 or sale of GOODS, and will only be created upon the SUPPLIER’S acceptance of the CUSTOMER’S Order, indicated by the SUPPLIER’S Order Confirmation, and CUSTOMER’S payment of the DEPOSIT. Order Confirmations will be provided in writing;

“**CUSTOMER**” means the person, firm, company or other organisation hiring HIRE GOODS or purchasing SALE GOODS;

“**DEPOSIT**” means any advance payment required by the SUPPLIER in relation to the HIRE GOODS or SALE GOODS which is to be held as non-refundable part-payment by the SUPPLIER;

“**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, quarantine, embargo, governmental actions and any other similar events;

“**GOODS**” means any machine, article, tool, and/or device together with any accessories specified in a CONTRACT which are hired or sold 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 any of the

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following events:

- (i) the physical return of the HIRE GOODS by the CUSTOMER into the SUPPLIER's possession; or
- (ii) the physical repossession or collection of HIRE GOODS by the SUPPLIER;

“**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;

“**SALE GOODS**” means any GOODS which are sold to the CUSTOMER;

“**SUPPLIER**” means **Fews Marquees Ltd.** at the address stated at the end of these terms 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 or sale of GOODS including any delivery and/or collection service in respect of the GOODS.

“**SITE**”: the location at which the equipment is to be delivered and erected as set out in the CONTRACT.

“**SITE PLAN**”: an accurate and measured plan of the SITE showing and identifying the location of any relevant service supply lines, utilities and any immovable obstacles.

“**VAT**”: value added tax chargeable under the Value Added Tax Act 1994.

2 BASIS OF CONTRACT

2.1 GOODS are hired or sold subject to them being available for hire or sale to the CUSTOMER at the time required by the CUSTOMER. The SUPPLIER will not be liable for any loss suffered by the CUSTOMER as a result of the GOODS being unavailable for hire or sale 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 a 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 effect 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.

2.4 The SUPPLIER'S employees or agents are not authorised to make any representations concerning the GOODS or SERVICES unless confirmed by the SUPPLIER in writing. In entering into the CONTRACT the CUSTOMER acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.5 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the CUSTOMER and the SUPPLIER.

2.6 Sales literature, price lists and other documents issued by the SUPPLIER in relation to the GOODS and SERVICES are subject to alteration without notice and do not constitute offers to supply the GOODS which are capable of acceptance. No CONTRACT for the supply of the GOODS and SERVICES shall be binding on the SUPPLIER unless the SUPPLIER has issued a quotation which is expressed to be an offer to supply the GOODS and SERVICES or has accepted an order placed by the CUSTOMER by whichever is the earlier of:

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- 2.6.1 the SUPPLIER'S written acceptance or Order Confirmation;
- 2.6.2 delivery of the GOODS;
- 2.6.3 provision of the SERVICES; or
- 2.6.4 payment of the SUPPLIER'S invoice.

2.7 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

3 PAYMENT

3.1 The amount of any DEPOSIT, RENTAL, monies for SALE GOODS and/or charges for any SERVICES shall be as quoted to the CUSTOMER. Where a DEPOSIT is required for the RENTAL of HIRE GOODS or of SALE GOODS it must be paid on account in advance.

3.2 Payment timings and amounts are requested per the following table:

	Hire of GOODS and SERVICES		SALE of GOODS and SERVICES
	CONSUMER and Corporate Events	Industrial / Commercial	Industrial / Commercial
At CUSTOMER's Order:	DEPOSIT of 30% of total RENTAL charge	RENTAL charge DEPOSIT for first month of HIRE PERIOD plus Delivery and Installation Cost	50% DEPOSIT (Sale Price plus Delivery and Installation Cost)
28 days before HIRE PERIOD:	70%, or balance of the RENTAL charge		
14 days before Delivery of SALE GOODS:			50% of Sale Price plus Delivery and Installation Cost
Ongoing / Long-Term HIRE PERIOD:		100% due monthly in advance of each month HIRE PERIOD	
Before Collection:		100% of Collection costs	

3.3 The CUSTOMER shall pay the DEPOSIT, RENTAL, charges for any SERVICES, monies for any SALE GOODS and/or any other sums payable under the CONTRACT to the SUPPLIER at the time by BACS (Bankers' Automated Clearing Services). The SUPPLIER's prices are, unless otherwise stated, exclusive of any applicable VAT for which the CUSTOMER shall additionally be liable.

3.4 Payment by the CUSTOMER on time under the CONTRACT is an essential condition of the CONTRACT. Payment shall not be deemed to be made until the SUPPLIER has received cleared funds in respect of the full amount outstanding.

3.5 *If the CUSTOMER fails to make any payment in full on the due date the SUPPLIER may 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.

3.6 *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.

4 CHANGES

4.1 The CUSTOMER may request a change to the GOODS and SERVICES in the CONTRACT as follows:

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	Hire of GOODS and SERVICES		SALE of GOODS and SERVICES
	CONSUMER and Corporate Events	Industrial/Commercial	Industrial/Commercial
CUSTOMER change request must be received by SUPPLIER a minimum of:	28 days before the HIRE PERIOD	28 days before the HIRE PERIOD	14 days before the Delivery Date (SERVICES Only)

4.2 Whilst the SUPPLIER will use reasonable endeavours to accommodate such requests, all changes will be subject to the availability of GOODS at the time of request. If the SUPPLIER agrees to a requested change, it will be confirmed to the CUSTOMER in writing. The price due will change to reflect the changes to the CONTRACT and outstanding sums due will be altered accordingly, or the SUPPLIER will refund the appropriate sum if the CUSTOMER has already paid and the new Price is lower.

5 RISK, OWNERSHIP AND INSURANCE

- 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 HIRE GOODS will not pass back to the SUPPLIER from the CUSTOMER until the HIRE 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 HIRE GOODS remains at all times with the SUPPLIER. The CUSTOMER has no right, title or interest in the HIRE GOODS except that they are hired to the CUSTOMER.
- 5.4 **Ownership** of any SALE GOODS remains with the SUPPLIER until all monies payable to the SUPPLIER by the CUSTOMER for the SALE GOODS have been paid in full.
- 5.5 Until ownership in the SALE GOODS passes to the CUSTOMER, the CUSTOMER shall:-
- 5.5.1 hold the SALE GOODS on a fiduciary basis as the SUPPLIER's bailee;
 - 5.5.2 maintain the SALE GOODS in satisfactory condition; and
 - 5.5.3 keep the SALE GOODS insured against all risks for their full price from the time they leave the physical possession or control of the SUPPLIER.
- 5.6 The CUSTOMER must not deal with the ownership or any interest in the HIRE GOODS. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending. However the CUSTOMER may re-hire the HIRE GOODS to a third party with the prior written consent of the SUPPLIER.
- 5.7 The SUPPLIER will insure the HIRE GOODS. Alternatively the SUPPLIER may require the CUSTOMER to insure the HIRE GOODS for such reasonable risks as the SUPPLIER may specify and any proceeds of any such insurance shall be paid to the SUPPLIER on demand. The CUSTOMER must not compromise any claim in respect of the HIRE GOODS and/or any associated insurance without the SUPPLIER's written consent.
- 5.8 The SUPPLIER's Insurance **excludes** the following:
- 5.8.1 the first £1,000 of any claim, which is payable by the CUSTOMER to the SUPPLIER.
 - 5.8.2 Acts of fraud, dishonesty or negligence by the CUSTOMER or their agents.
 - 5.8.3 Insurance cover only applies to the HIRE GOODS that are delivered by the SUPPLIER and does not include any equipment provided by the CUSTOMER or their sub-contractor.
 - 5.8.4 Failure to report the loss or damage to the HIRE GOODS arising from fire, theft or vandalism to the Police immediately upon discovery and to the SUPPLIER within 12 hours
 - 5.8.5 Disappearance, unexplained or inventory shortage.
 - 5.8.6 Consequential Loss.

5.8.7 Any breach of THE COMPANY Terms and Conditions as herein stated will negate the insurance policy.

6 DELIVERY, COLLECTION, SERVICES AND SITE

- 6.1 The SUPPLIER agrees to deliver GOODS to and/or collect the HIRE GOODS from the CUSTOMER and will do so at its standard delivery cost and such delivery and/or collection will form part of the SERVICES.
- 6.2 The CUSTOMER shall remain responsible and liable for any loss, damage or theft to the HIRE GOODS until the HIRE GOODS are collected by the SUPPLIER.
- 6.3 Where the SUPPLIER provides SERVICES the persons performing the SERVICES are servants of the CUSTOMER and once the CUSTOMER instructs such person 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 as a result 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 14.
- 6.4 The CUSTOMER will allow and/or procure sufficient access to and from the 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 delivery and collection SERVICES are due to commence.
- 6.5 It is the CUSTOMER'S responsibility to ensure a SITE PLAN is accurate in terms of measurements and identifying its suitability (flat, level, firm ground) and indicating any trees, buildings, or other immovable objects and any service supply lines (being things such as overhead cables, drains, cables or other services buried beneath the surface or otherwise concealed).
- 6.6 THE CUSTOMER should not presume that any of the SUPPLIER'S GOODS will be attached to or joined to any buildings within the SITE unless stated in the CONTRACT.
- 6.7 The CUSTOMER must inform the SUPPLIER as soon as possible, and at least fourteen days before the HIRE PERIOD or delivery of GOODS and SERVICES, of any change to the SITE PLAN or if the CUSTOMER expects there to be any change to the SITE PLAN before or during the HIRE PERIOD. If the SUPPLIER can reasonably accommodate the change they will do so, but this may mean that there will be a change to the RENTAL, monies for SALE GOODS and/or charges for any SERVICES which the SUPPLIER will confirm to the CUSTOMER in writing. If the SUPPLIER cannot accommodate the change, then the SUPPLIER may terminate the CONTRACT by giving written notice to you and clause 10 shall apply.
- 6.8 If the CUSTOMER does not provide a SITE PLAN to the SUPPLIER when asked, or if there is a change made to the SITE PLAN and the CUSTOMER does not agree to a change in the CONTRACT as a result, then the SUPPLIER may terminate the CONTRACT by giving written notice to you and clause 10 shall apply.
- 6.9 All necessary planning permissions for the SITE are the responsibility of the CUSTOMER. The SUPPLIER will not be liable for any costs, losses or damages for the CUSTOMER failing to conform to planning regulations. The CUSTOMER should engage with the local building control department if required. The SUPPLIER can assist with any documentation that may be required with this process
- 6.10 The CUSTOMER must have in force throughout the HIRE PERIOD all necessary permissions from the SITE owner (if the CUSTOMER does not own the SITE) to erect the GOODS on the SITE (and provide documentary evidence of the same to the SUPPLIER upon request);
- 6.11 The CUSTOMER must obtain and have in force throughout the CONTRACT all and any necessary permissions or permits from the Local Authority, or other such authority or organisation such as District

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Surveyor, Police, Fire Brigade or similar to erect the GOODS on the SITE (and provide documentary evidence of the same to the SUPPLIER upon request);

- 6.12 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 HIRE 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 not tamper with the HIRE GOODS or any part of the equipment and in particular not affix or suspend from them any item whatsoever, or connect to any of the gas/electrical provisions left on SITE without written consent of THE SUPPLIER;
- 7.1.3 notify the SUPPLIER immediately after any loss and/or damage and/or breakdown to the HIRE GOODS;
- 7.1.4 take adequate and proper measures to protect the HIRE GOODS from theft, damage and/or other risks;
- 7.1.5 keep any part of the GOODS that is a Tent, Marquee or Framed Structure completely closed and secure with door entries in place and fastened when not in use.
- 7.1.6 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;
- 7.1.7 keep the HIRE GOODS at all times in its possession and control and not to remove the HIRE GOODS from the country where the CUSTOMER is located and/or the country where the SUPPLIER is located without the prior written consent of the SUPPLIER;
- 7.1.8 notify the SUPPLIER of any change of its address and upon the SUPPLIER's request provide details of the location of the HIRE GOODS;
- 7.1.9 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the HIRE GOODS required by any legislation, best practice and/or operating instructions except to the extent that the SUPPLIER has agreed to provide them as part of any SERVICES;
- 7.1.10 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;
- 7.1.11 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
- 7.1.12 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 used by a qualified and competent person.
- 7.1.13 ensure that any employees, agents or Contractors that operate the HIRE GOODS are adequately and sufficiently qualified and trained to operate the HIRE GOODS.

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 together with all insurance policies, licences, registration and other documents relating to the HIRE GOODS.

8 LOSS OR DAMAGE TO THE HIRE GOODS

8.1 If the HIRE GOODS are damaged, unclean and/or defective except where due to fair wear and tear and/or an inherent fault in the HIRE GOODS, the CUSTOMER shall be liable to pay the SUPPLIER for the cost of any repair and/or cleaning required to return the HIRE GOODS to a condition fit for re-hire and to pay the RENTAL, until such repairs and/or cleaning have been completed.

8.2 In respect of any HIRE GOODS which are lost, stolen or damaged beyond economic repair during the HIRE PERIOD the CUSTOMER will:-

- 8.2.1 pay to the SUPPLIER the new replacement cost for any HIRE GOODS less than twelve (12) months old from first registration; and/or
- 8.2.2 reimburse the SUPPLIER for any loss or costs suffered or incurred by the SUPPLIER for any HIRE GOODS more than twelve (12) months old from first registration, less the amount paid to the SUPPLIER under any policy of insurance and/or DEPOSIT in respect of the HIRE GOODS.
- 8.3 The CUSTOMER shall remain liable to pay the RENTAL for the HIRE GOODS up to and including the date it notifies the SUPPLIER that the HIRE GOODS have been lost, stolen and/or damaged beyond economic repair.

9 CANCELLATION FOR HIRE GOODS

9.1 The CUSTOMER may cancel the CONTRACT at any time before the start of the HIRE PERIOD on and subject to the following conditions:

- 9.1.1 For CONTRACTS cancelled more than **3 months** before the start of the HIRE PERIOD, THE SUPPLIER will retain the DEPOSIT in full but will refund any other sums paid.
- 9.1.2 For CONTRACTS cancelled less than **3 months** but more than **1 month** before the start of the HIRE PERIOD, the SUPPLIER will retain the Deposit in full and charge a further cancellation fee of **20%** of the total CONTRACT (which will be retained from sums paid if the CUSTOMER has already paid or for which the CUSTOMER will be billed if the CUSTOMER has not already paid).
- 9.1.3 For CONTRACTS cancelled less than **1 month** before the start of the HIRE PERIOD, the SUPPLIER will retain the CUSTOMER's DEPOSIT in full and the balance of the CONTRACT price will also be payable (if it has not already been paid).

9.2 If the CUSTOMER is in material breach of any of the terms of this agreement (including failure to pay any amounts hereunder), the SUPPLIER reserves the right to terminate this agreement by giving the CUSTOMER written notice and, in such circumstances, the provisions of clause 9 shall be deemed to apply and the SUPPLIER may in addition recover any additional costs and losses from the CUSTOMER resulting from such termination.

10 TERMINATION BY NOTICE

- 10.1 If the HIRE PERIOD has a fixed duration, then subject to the provisions of clause 11 neither the CUSTOMER nor the SUPPLIER shall be entitled to terminate the CONTRACT before the expiry of that fixed period unless agreed with the other party.
- 10.2 If the HIRE PERIOD does not have a fixed duration either of the CUSTOMER or the SUPPLIER is entitled to terminate the CONTRACT upon giving to the other party any agreed period of notice.
- 10.3 If no period of notice has been agreed or specified either party shall be entitled to terminate the hire of the HIRE GOODS by giving not less than **28 days'** notice to the other.

11 DEFAULT

- 11.1 If the CUSTOMER:-
- 11.1.1 fails to make any payment to the SUPPLIER when due without just cause;
- 11.1.2 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;
- 11.1.3 persistently breaches the terms of the CONTRACT;
- 11.1.4 provides incomplete, materially inaccurate or misleading facts and/or information in connection with the CONTRACT;
- 11.1.5 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;
- 11.1.6 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 order/arrestment 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;

- 11.1.7 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/or
 - 11.1.8 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 11.2 below.
- 11.2 If any of the events set out in clause 11.1 above occurs in relation to the CUSTOMER then:-
- 11.2.1 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;
 - 11.2.2 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;
 - 11.2.3 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
 - 11.2.4 *all monies owed by the CUSTOMER to the SUPPLIER shall immediately become due and payable.
- 11.3 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.
- 11.4 Upon termination of the CONTRACT the CUSTOMER shall immediately:-
- 11.4.1 return the GOODS to the SUPPLIER or, as requested by the SUPPLIER, 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
 - 11.4.2 pay to the SUPPLIER all arrears for RENTALS, Charges for any SERVICES, monies for any SALE GOODS and/or any other sums payable under the CONTRACT including, but not limited to, the cost of returning the GOODS.

12 LIMITATIONS OF LIABILITY

- 12.1 The SUPPLIER will not be liable to the CUSTOMER for any failure or delay in performing obligations where such failure or delay results from Force Majeure;
- 12.2 The SUPPLIER shall not be liable in contract or tort (including negligence) by reason of any breach by the SUPPLIER of any term of these Terms and Conditions or other express term of the CONTRACT, or SUPPLIER breach of any implied warranty, condition or other term, or any negligent or innocent misrepresentation, or any negligence or other duty at common law, for any:
- 12.2.1 loss of use or unavailability of GOODS and SERVICES
 - 12.2.2 physical damage to the SITE;
 - 12.2.3 interruption to business;
 - 12.2.4 loss of income, revenue, business;
 - 12.2.5 loss of business opportunity;
 - 12.2.6 loss of profit or contracts;
 - 12.2.7 loss of anticipated savings;
 - 12.2.8 wasted expenditure; or
 - 12.2.9 any indirect, special or consequential loss, damage, costs, expenses or other claims;
- arising from any act or omission by SUPPLIER or any of SUPPLIER agents or employees or sub-contractors or any other person or entity in connection with the performance of the SUPPLIER'S obligations arising under these Terms and Conditions and the CONTRACT.

12.3 Nothing in these Terms and Conditions is intended to or will exclude or limit the SUPPLIER'S liability for

death or personal injury caused by the SUPPLIER'S negligence (including that of the SUPPLIER'S employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

12.4 Without prejudice to any of the above provisions of this Clause 12, the SUPPLIER'S total liability under these Terms and Conditions shall be limited to the value of the CONTRACT, that is, the total Price payable by the CUSTOMER.

13 GENERAL

13.1 Upon termination of the CONTRACT the provisions of clauses 3.3, 3.5, 3.6, 7, 8.1, 8.3 and shall continue in full force and effect.

13.2 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.

13.3 If the CUSTOMER has any questions or complaints it may contact the SUPPLIER by telephoning its office on the telephone number or at the email address listed below.

13.4 *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.

13.5 *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.

13.6 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.

14 THIRD PARTY RIGHTS

14.1 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.

15 LAW AND JURISDICTION

15.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

15.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

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. The SUPPLIER is a member of MUTA (company name The Performance Textiles Association Limited) whose registered office is at 10B Red House Yard, Gislegham Road, Thornham Magna, Suffolk IP23 8HH). The SUPPLIER adheres 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 the CUSTOMER can contact MUTA on 01379 788673 or by email at info@muta.org.uk to ask that MUTA considers a complaint or dispute.

Chessgrove Park, Ditchford Bank Road Hanbury,
Bromsgrove, Worcestershire, B60 4HS

t. 01527 821789
e. info@fewsmarquees.co.uk

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fewsmarquees.co.uk
temporarystructures.co.uk

16.2 Alternatively, to clause 16.1, the CUSTOMER can contact another ADR provider. Details can be found at <https://www.tradingstandards.uk/commercial-services/adr-approved-bodies>. However, the SUPPLIER does not necessarily agree to use a particular ADR provider.

16.3 In the event that either the CUSTOMER or SUPPLIER is not happy with the outcome of ADR, either may still commence legal proceedings.

Fews Marquees Ltd.

Registered in England and Wales

Company registration number: 03930939.

Registered address: Chessgrove Park Ditchford Bank Road, Hanbury, Bromsgrove, England, B60 4HS

Tel: 01527 821789

E-mail: info@fewsmarquees.co.uk

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