

Any bookings received by TCM Trailers Ltd will be accepted only on these terms and conditions.

1. Definition of Terms

- 1.1 'The Owner' is TCM Trailers Ltd and its successors.
- 1.2 'The Hirer' is the company, firm or persons specified in the Hire contract, including their successors or personal representatives.
- 1.3 'Equipment' includes all trailers, accessories and equipment that the Owner agreed to hire to the Hirer.

2. Availability of Exhibition Trailers

- 2.1 All equipment is offered subject to availability at the date of receipt of written order. No liability is accepted should equipment not be available through circumstances beyond the Owner's control.

3. Extent of Contract

- 3.1 No conditions or warranties other than specified herein shall be implied or deemed to be incorporated to form part of the contract.

4. Consents, Licences, Permits or Permissions for Trailer Venue

- 4.1 The Hirer shall be responsible for obtaining all permissions, consents, permits and licences required for the Equipment under any statute, regulation or bylaw and comply with any conditions imposed in respect thereof.

5. Suitability and Delivery in Good Order

- 5.1 The Equipment shall be deemed to be in good order and in accordance with the Hirer's satisfaction unless notification is received by 10am on day of delivery.
- 5.2 No warranty is given that the Equipment or site is suitable for the purposes of the hirer.

6. Access to Site and Delivery

- 6.1 Details of a suitable access route for delivery are to be provided by the Hirer, with unrestricted entry and approach, and described fully on the trailer booking form. The Hirer is responsible for ensuring the suitability of the site and access for the trailer and any costs arising from the unsuitability of the site or access are chargeable to the Hirer.
- 6.2 A maximum of one hour is allowed from arrival in the vicinity of the site for siting and positioning the trailer. Should the driver be delayed on site due to incorrect information, the Owner reserves the right to levy extra charges to the Hirer.

7. Loading, Unloading and Security

- 7.1 The Hirer shall be responsible for the loading and unloading of equipment at the site and for securing the equipment, including the trailer, overnight and when it is left unattended. Any costs arising from loss or damage to the equipment whilst the trailer is not manned will not be covered by the Owner's insurance and are chargeable to the Hirer.

8. Connection to Mains Services

- 8.1 Connection and disconnection to mains electricity services on site are the responsibility of the Hirer and must be performed by a competent operative.

9. Maintenance, Care and Alterations

- 9.1 The Hirer shall be responsible for maintaining the equipment in the same condition and working order as on the date of delivery and for ensuring the equipment is in good and clean condition on the completion of the hire period. If the trailer is damaged or requires additional cleaning, this will be charged to the Hirer.
- 9.2 No alternation or modification to the equipment will be carried out without the prior express consent of the Owner. Nothing may be fixed to the exterior of the trailer, and interior fixings should be agreed in advance with the Owner. Any additional cleaning costs arising from internal or external fixings (including damage to GRP from the use of sellotape or Velcro tape etc) are chargeable to the Hirer.
- 9.3 In the event of equipment damage or malfunction, the Owner must be informed immediately in order to arrange for a site visit. Any damage or malfunction caused by mis-use, neglect or vandalism by agents of the Hirer will be chargeable to the Hirer.
- 9.4 In the event of severe weather conditions, including wind, frost, snow, hail, heavy rain and storms, the Hirer will take action to minimise damage to the equipment, including ensuring that canopies and wing panels are properly secured.
- 9.5 No equipment or accessories, including padlocks, furniture or generators may be removed from the trailer. Replacement of items removed will be chargeable to the Hirer.

10. Inspection

- 10.1 The Hirer shall at all times allow the Owner to have reasonable access to the equipment to inspect, test, replace or repair.

11. Period of Hire

- 11.1 Periods of hire will be measured as 1 day, 2 day, 3 day, 4 day, 5 day or 6/7 day (one week) hire periods. The minimum period of hire is one day. Hire periods include delivery to and collection from the site designated by the Hirer.
- 11.2 All hire periods include delivery to site at the beginning of the hire period and collection from site at the end of the hire period. Any additional callouts will be charged at a minimum of the daily hire fee, unless previously agreed.
- 11.3 The Owner will deliver the equipment to the site designated by the Hirer by 8am on the first day of hire and will collect the Equipment from site after 6pm on the last day of hire, unless other times have been specified on the booking form.
- 11.4 The Hirer will ensure that all Equipment and accessories are available for collection in a good and clean condition at the end of the hire period.

12. Termination

- 12.1 The Owner will be entitled to terminate the agreement and remove the equipment in the event of failure by the Hirer to comply with the terms and conditions of hire, including non-payment of invoices within agreed timescales.
- 12.2 Where the period of hire is, or becomes, indeterminate the contract shall be determined by seven days notice in writing by either party to the other. In the event of failure to give notice, hire for the seven days period of notice is chargeable to the Hirer.
- 12.3 If the hire is terminated prior to the end of the hire period, the Owner is entitled to payment in full for the hire period originally stated, unless expressly agreed in writing.

13. Cleaning

- 13.1 The Hirer shall ensure that rubbish is removed from the trailer at the end of each day of hire and is available for collection at the end of the hire period in a good and clean condition.
- 13.2 The Owner will clean the Equipment between each period of hire and deliver the Equipment in a clean and fully working condition.

14. Loss and Damage

- 14.1 The Owner accepts no liability or responsibility due to or arising from loss or damage to the Hirer's property left on the equipment or the equipment becoming unusable through any cause whatsoever whilst in the custody of the Hirer, except through the Owner's negligence.

15. Insurance

- 15.1 The Hirer shall fully and completely indemnify the Owner in respect of all claims for injury to persons or property caused by and in respect of all costs and charges in connection therewith whether arising under statute or common law except through the Owner's negligence. The Hirer is advised to obtain appropriate public liability and employers' liability insurance and to insure trailer contents.
- 15.2 The Owner shall provide insurance for the trailer whilst being towed and secured by the Owner on site. Any movement or towing of the trailer once in the Hirer's possession shall be covered by the Hirer's/towing vehicle insurance and is not the responsibility of the Owner.

16. Consequential Loss to Third Party

- 16.1 No liability will attach to the Owner for any consequential loss or damage due to non arrival or late delivery of the equipment.

17. Rental and Payment Terms

- 17.1 The hire charges under this agreement will be paid punctually by the Hirer in accordance with the Owner's invoice terms. In the event of late payment, the Owner reserves the right to charge interest in accordance with current UK legislation.
- 17.2 No deduction or allowance shall be permitted from the hire charges in respect of any period where the Equipment is not to be used by the Hirer, except where expressly agreed by the Owner.
- 17.3 The Owner reserves the right to amend hire rates by giving fourteen days notice in writing to the Hirer.

18. Cancellation of booking

- 18.1 If for reasons beyond the Owner's control it is necessary to cancel a hire booking due to non availability of the equipment required, the Owner will return all monies paid by the Hirer or offer an alternative hire period or vehicle.
- 18.2 If for any reason the Hirer should cancel a booking, this cancellation must be notified in writing to the Owner.
- 18.3 Where the booking has been prepaid, the Owner reserves the right to charge the Hire on the following terms:
- | | |
|---|-------------|
| less than 21 days prior to start of hire period: | 50% payable |
| greater than 21 days prior to start of hire period: | 25% payable |
- 18.4 Where the booking has not been prepaid, the cancellation will be accepted and the Owner reserves the right to charge the Hirer an administration fee of £60 plus VAT to cover the costs of booking and for the loss of other business opportunities.

19. Transport

- 19.1 The cost of equipment hire includes delivery to and collection from site. If the Hirer wishes to arrange his own transport the hire fee remains the same and the Hirer must notify the Owner in writing of the make and type of vehicle to be used, driver details and insurance cover. The

Owner reserves the right to cancel the booking if the tow vehicle, transport or insurance arrangements are not appropriate. If the booking is approved the Owner will accept no responsibility or authority to the Hirer in connection with the vehicle and its use whilst towing the Equipment.

20. Complaints

- 20.1 Where the Hirer has reason to complain about the services received or condition of the vehicle which cannot be addressed through informal communication by telephone, the Owner must be notified in writing at the earliest opportunity.
- 20.2 The Owner will respond to the complaint within 48 of receipt of written notification and will use his best endeavours to resolve the problem to the satisfaction of the Hirer. In the event that satisfaction cannot be mutually agreed, the matter shall be referred to an independent third party to adjudicate on behalf of the parties.

21. Sub Let

- 21.1 The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the equipment and shall protect against distress, execution or seizure and shall indemnify the Owner against all damages, losses, costs, charges and expenses that may be occasioned by failure to observe and perform this condition except in the case of government requisition.
- 21.2 The Hirer shall not assign his rights hereunder nor sub-let or lend the equipment or any part thereof to a third party without the prior express consent of the Owner.

TCM Trailers Ltd
Watery Lane
Lichfield
Staffordshire
WS13 7SE
Tel: 01543 546474
Web: www.tcmtrailers.co.uk
Emails: info@tcmtrailers.co.uk

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