Terms and Conditions of Exhibition, Event and Merchandising Trailer Hire

Any bookings received by TCM Trailers Ltd via completion of the exhibition trailer booking form 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 exhibition/event/merchandising trailers, accessories and equipment that the Owner agrees to hire to the Hirer.
1.4	The '**Period of Hire**' is the date and time commencing with arrival of the equipment on site and ending with the date and time of removal of the equipment as specified on the booking form completed by the Hirer and submitted to the Owner.
1.5	The '**Contract**' is the agreement entered into by the Hirer and the Owner on submission of the trailer booking form and receipt of payment of invoices subsequently raised.
2.	**Extent of Contract**
2.1	No conditions or warranties other than specified herein shall be implied or deemed to be incorporated to form part of the Contract.
3.	**Availability of Equipment**
3.1	All exhibition/event/merchandising trailers and other equipment are offered subject to availability at the date of receipt of the completed booking form and acknowledgement of the booking form by the owner. No liability is accepted should equipment not be available through circumstances beyond the Owner's control.
4.	**Consents, Licences, Permits or Permissions for Exhibition/event/merchandising trailer Venues**
4.1	The Hirer shall be responsible for obtaining all permissions, consents, permits and licences required for the site to be occupied by the Equipment under any statute, regulation or bylaw and comply with any conditions imposed in respect thereof.
5.	**Deposits, Charges and Payment Terms**
5.1	The hire charges under the Contract 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.
5.2	On receipt of the booking form, the Owner will charge the Hirer 100% of the total hire charge, with payment required prior to the start of the Hire Period. If the event is more than six months' in advance, a 25% deposit will be charged on receipt of email confirmation of the booking, prior to receiving the final booking form. The final invoice will be raised on receipt of the booking form.
5.3	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.
6.	**Period of Hire**
6.1	Hire periods for exhibition/event/merchandising trailers are classed as short-term or long-term. For example, a two day show will be classed as short-term hire. Periods of long-term hire will be measured in weeks. The minimum period of short-term hire is one day. The

	minimum period of long-term hire (for which discounts apply) for exhibition/event/merchandising trailers is four weeks.
6.2	All hire periods for exhibition/event/merchandising trailers 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 after the hire period has started will be charged at rate of £90 + £1.10 plus VAT per mile with all journeys starting and finishing at the Owner's premises, unless previously agreed.
6.3	The Owner will deliver the equipment to the site designated by the Hirer on the first day of hire and will collect the Equipment from site on the last day of hire, at the times specified on the booking form.
7.	Access to Site and Delivery
7.1	The Hirer is responsible for ensuring the suitability of the site and access for the exhibition/event/merchandising trailer and any costs arising from the unsuitability of the site or access are chargeable to the Hirer. 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.
7.2	The hirer is required to provide details of the pitch and surface on which the Exhibition/event/merchandising trailer will be sited on the booking form. If the site is not as described any costs arising are chargeable to the Hirer.
7.3	A maximum of two hours 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, any additional costs arising are chargeable to the Hirer at a rate of £30 plus VAT per hour.
8.	Suitability and Delivery in Good Order
8.1	The exhibition/event/merchandising trailer and any associated equipment shall be deemed to be in good order and in accordance with the Hirer's satisfaction unless notification is received on the day of delivery.
8.2	No warranty is given that the Equipment or site is suitable for the purposes of the hirer.
9.	Connection to Mains Services
9.1	Connection and disconnection of the exhibition/event/merchandising trailer to mains electricity services on site are the responsibility of the Hirer and must be performed by a competent operative.
9.2	All electrical equipment hired as part of the contract and specified on the booking form will be PAT tested prior to delivery.
9.2	All exhibition/event/merchandising trailers are subject to an annual electrical certificate, an electronic copy of which can be provided on request to the Hirer or event organiser.
10.	Security
10.1	The Hirer shall be responsible for the security of the site and for securing the equipment provided under this agreement overnight and when it is left unattended.
10.2	The exhibition/event/merchandising trailer will be secured on delivery by the Owner using a hitch-lock and wheelclamp which should not be removed or tampered with by the Hirer - any costs arising from loss or damage to the equipment due to the Hirer removing or tampering with security equipment whilst the trailer is on site will not be covered by the Owner's insurance and are chargeable to the Hirer.
11.	Cleaning, Maintenance, Care and Alterations
11.1	The Owner will clean the Equipment prior to and between each period of hire and deliver the Equipment in a clean and fully working condition.

11.2	The Hirer shall be responsible for maintenance and safe custody of the equipment following delivery to site 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.
11.3	No alternation or modification to the exhibition/event/merchandising trailer or associated 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 are chargeable to the Hirer.
11.4	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 misuse, neglect or vandalism by agents of the Hirer will be chargeable to the Hirer.
11.5	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.
11.6	No equipment or accessories, including padlocks, fixtures, fittings, furniture or decorations may be removed from the trailer. Replacement of items removed will be chargeable to the Hirer.
11.7	The Hirer shall ensure that the equipment is cleaned and maintained during the hire period and is available for collection at the end of the hire period in a good and clean condition.
12.	Inspection
12.1	The Hirer shall allow the Owner to have reasonable access to the equipment at all times to inspect, test, replace or repair.
13.	Ownership
13.1	The Hirer shall not sell, mortgage, charge, pledge, part with possession of or otherwise deal with the equipment. Ownership of the equipment remains at all times with the Owner.
14.	Sub Let
14.1	If the Hirer sub-lets to a third party with the agreement of the Owner, the Hirer shall not assign his rights hereunder and at all times remains subject to the terms of the agreement, not the third party.
14.2	If the Hirer sub-lets to a third party, the Hirer remains responsible for any loss or damage to the Equipment
15.	Liability
15.1	The Owner accepts no liability or responsibility for and the Hirer will indemnify the Owner against all claims for the injury to persons or loss or damage to property however caused unless it be proved that such injury or damage was caused by the Owner's negligence.
15.2	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.
16.	Insurance
16.1	The Owner shall provide insurance for the Exhibition/event/merchandising trailer whilst being towed and secured by the Owner on site. Any movement or towing of the trailer once in the Hirer's possession and sited by the Owner is prohibited unless expressly approved by the Owner and subject to insurance cover by the Hirer's/towing vehicle insurance and is not the responsibility of the Owner.

16.2	Insurance for loss or damage to the Equipment only applies specifically to equipment listed within the booking form and delivered by the owner and does not include any equipment provided by the Hirer or the Hirer's sub-contractors, nor any trailer contents.
17.	Complaints
17.1	Where the Hirer has reason to complain about the services received or condition of the Equipment which cannot be addressed through informal communication by telephone, the Owner must be notified in writing at the earliest opportunity.
17.2	The Owner will respond to the complaint within 2 working days 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.
18.	Cancellation of booking
18.1	The Contract will be automatically terminated in the event of non-payment of invoices raised by the Owner, or by breach of the Contract.
18.2	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 alternative Equipment.
18.3	If the Hirer cancels the booking with more than 60 days' notice (measured prior to date of delivery), a 25% charge will apply to cover work already undertaken and loss of business.
18.3	If the Hirer cancels the booking between 30 days and 60 days prior to the event, 50% charge will apply or an admin charge will be made to move the hire dates. Any charges relating to graphics, if these have already been printed and costs incurred by TCM Trailers, will still apply and will not be refunded.
18.4	If the Hirer cancels the booking with less than 30 days' notice, a 100% charge will apply.
18.5	If the event is cancelled either by the Hirer or the show/event organiser after the Owner has delivered the trailer and/or equipment to site (for example in the event of cancellation due to extreme weather conditions), then the full hire cost is payable.
18.6	Please note: Special terms and conditions applied for 2021 bookings in relation to bookings cancelled due to Covid and/or national restrictions on events and indoor and outdoor gatherings. These special conditions no longer apply and this document (dated September 2026) supersedes all previous versions.

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