



**SPECIALISTS IN THE DESIGN & MANUFACTURE OF
EXHIBITION UNITS & SPECIAL PURPOSE BODIES**

Last reviewed: 22nd February 2010

1. DEFINITIONS

- a) The "Owner" letting the unit on hire is Marco Trailers and includes their successors, assigns or personal representatives.
- b) The "Hirer" is the Company, firm, person, Corporation or Public Authority taking the Owner's unit on hire and includes their successors and personal representatives.
- c) "Unit" shall mean any type of trailer as defined by the Owner and all contents and accessories thereof whether forming part of or provided with the unit, which the Owner agrees to hire to the Hirer.
- d) A "day" shall be a calendar day of 24 hours including any part thereof.
- e) The "hire period" shall commence on the day when the hired unit leaves the Owner's depot or other agreed location and shall continue until the day the unit is received back at the Owner's named depot or other agreed location and this shall constitute the period during which the unit is deemed to be in the keeping of the Hirer.
- f) "Setup" or "Setting up" is the parking of a unit on site and preparation for safe use, including levelling as appropriate and reasonable and within the constraints of the condition of the site.
- g) "Breakdown" or "Breaking down" is the reverse of Setup undertaken upon collection from site prior to transport of a unit back to the Owner's depot and includes inspection of the unit for the purpose of noting any damage and safe stowage of equipment inside the unit.
- h) "Standard hire" is where a unit is delivered to the Hirer at a site by the Owner or his Agent at the beginning of the hire period and collected by the Owner or his Agent at the end of the hire period.
- i) "Self tow" is where a unit is collected from and returned to the Owner's depot or other agreed location by the Hirer or his nominated representative or where a unit is moved by the Hirer between delivery to and collection from the Hirer by the Owner.
- j) "Out-of-operation" time is the period counted in days within a hire period during which the Hirer is unable to make use of the hired unit for reasons directly concerned with the condition of the unit.
- k) A "Site" is the agreed location to which the Owner will deliver a hired unit at the beginning of a hire period and/or from which the Owner will collect a unit at the end of a hire period.
- l) The masculine includes the feminine throughout.

2. EXTENT OF CONTRACT

No conditions other than specifically set forth in the Offer and Acceptance and herein shall be deemed to be incorporated in or to form part of the Contract or shall otherwise govern the relationship between the Owner and the Hirer in relation to the hire of any particular unit pursuant to the Offer and Acceptance. The Contract does not create any right enforceable by or purport to confer any benefit on any person not a party to it except that a person who is a successor to or an assignee of the rights of the Owner is deemed to become a party to the Contract after the date of succession or assignment (as the case may be).

3. ACCEPTANCE OF TERMS AND CONDITIONS

The signing by the Hirer or his authorised representative of a Booking Offer from the Owner shall be deemed to form a Hire Contract between Hirer and Owner and to imply acceptance of all terms and conditions herein unless otherwise agreed in writing.

4. DELIVERY AND COLLECTION: STANDARD HIRE

The Hirer shall be responsible for the unobstructed access to the site for the purposes of delivery, setting up, breaking down and collection of the unit, and any personnel supplied by the Owner for such delivery and/or collection shall be deemed to be under the direction and control of the Hirer. Such personnel shall for all purposes in connection with their employment in the delivery and setting up and /or breaking down and collection shall be regarded as the servants or agents of the Hirer (but without prejudice to any of the provisions of Clause 17) who alone shall be responsible for all claims arising in connection with delivery and/or collection of the unit by, or with the assistance of, such personnel.

Upon delivery the Hirer will be given applicable instruction in the proper working and use of the hired unit and any accessories. Such instruction whether in oral or written form shall not be taken as relieving the Hirer of any part of his responsibility to take proper care of the unit whilst in his keeping under Clause 17.



SPECIALISTS IN THE DESIGN & MANUFACTURE OF EXHIBITION UNITS & SPECIAL PURPOSE BODIES

Where the Hirer has agreed to delivery in the absence of himself and any representative he shall remain responsible for ensuring unobstructed access to the delivery site and shall assume full responsibility for the unit at the appropriate time under these terms and conditions as if he or his representative were present.

5. COLLECTION AND RETURN: SELF TOW

The Hirer shall be afforded access to the Owner's depot or other agreed location at the start of a hire period for the purpose of collecting a hired unit and at the end of the hire period for the purpose of returning the unit together with such assistance as may be appropriate to facilitate entrance, parking and exit. In addition the Hirer shall upon collection be given applicable instruction in the proper working and use of the hired unit and any accessories. Such instruction whether in oral or written form shall not be taken as relieving the Hirer of any part of his responsibility to take proper care of the unit whilst in his keeping under Clause 17.

6. GEOGRAPHICAL LIMITATIONS

The Hirer shall not cause or allow the unit to be removed from within the bounds of the United Kingdom without prior written permission of the Owner.

7. SUBSTITUTION

- a) The Owner will make all reasonable efforts to provide the Hirer with the size and type of unit agreed but shall have the right to substitute such unit with another as close as possible to the agreed size and type in the case where circumstances outside the control of the Owner prevent him from supplying the Hirer with the unit first agreed upon and shall not be liable for any consequential commercial or other loss to the Hirer.
- b) In the event that the Owner is unable to supply a substitute unit due to not having any reasonably close alternative to supply (or where the Owner and Hirer agree that a proposed substitute would not be suitable for the purpose of the hire) the Owner shall have the right to determine the contract. In such circumstances the Hirer shall be entitled to a full refund of monies paid in advance only.

8. DELIVERY IN GOOD ORDER AND MAINTENANCE

- a) Unless notification in writing to the contrary is received by the Owner from the Hirer within one working day of the unit being delivered, the unit shall be deemed as being in good order, save for either an inherent fault or a fault not ascertainable by reasonable examination, in accordance with terms of the Contract and to the Hirer's satisfaction.
- b) The Hirer shall be responsible for the safe keeping of the unit including contents, use in a professional manner and return on completion of the hire on the agreed date in equal good order (fair wear and tear excepted).
- c) The contents of the hired unit shall be listed and the list presented to the Hirer or his representative upon collection (for Self-tow) or delivery (for Standard hire) to check. Missing items and existing damage should be noted at this time. The same list will be checked by the Owner or his Agents upon return of the unit, and any missing or damaged items reported to the Hirer as soon as reasonable in advance of any claim for replacement or making good.
- d) In the case of a Standard Hire delivery to site shall include setting up with the Hirer or his representative present to ensure that the Hirer is given both oral and written instruction in the opening and securing of doors, mounting entrance steps, fitting of clamps or other security devices and operating any awning, generator, electrical system, kitchen, multi-media and other equipment with which the unit is fitted or supplied.
- e) In the case of a Standard Hire delivery to site in the absence of the Hirer or his representative where the Hirer has agreed to such a delivery, the Hirer shall be deemed to have accepted responsibility for the unit, its contents and operation as if he had been present at delivery.
- f) In the case of an agreed Standard Hire delivery to site where neither the Hirer nor his representative are present, the Owner or his Agent shall have the right to deposit the key(s) with any Third Party who may at their discretion appear suitable, and the Hirer shall be deemed to have taken charge of and assumed responsibility for the unit as if he were present. The Hirer shall likewise be deemed to have remained on site and responsible for a hired unit at the end of a period of hire where the Owner or his Agent arrive to collect the unit and are obliged to retrieve the key(s) from a Third Party.
- g) The Hirer undertakes to co-operate with the Owner or his Agent during both setup and breakdown.
- h) Any certificates required by legislation relating to the condition or use of the unit, or copies thereof, shall be supplied by the Owner if requested by the Hirer and returned on completion of Hire.



SPECIALISTS IN THE DESIGN & MANUFACTURE OF EXHIBITION UNITS & SPECIAL PURPOSE BODIES

- i) The Hirer shall when hiring a unit take all reasonable steps to keep himself acquainted with the state and condition of the unit. If a unit continues to be used after being found to be in an unsafe and unsatisfactory state or environment, the Hirer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising there from.
- j) The Hirer shall be responsible for purchasing or obtaining as appropriate additional supplies of water, petrol, gas and other consumables which may be required for his own use once any quantities supplied with a unit have run out.

9. DISPOSAL OF WASTE MATERIALS AND RUBBISH

- a) The Hirer is responsible for removing from the unit at the end of the period of hire all equipment and materials not being part of the unit (including its contents and accessories) as supplied by the Owner. Applied artwork must either be removed by a competent person such as to avoid causing damage to the unit or left in place for the Owner to remove for which an additional charge may be made.
- b) The disposal of removable posters and artwork, foodstuffs, samples, surplus literature and all other waste shall be the responsibility of the Hirer. In the event that any Waste classified under the prevailing regulations as Commercial Waste is left inside a hired unit and the Hirer declines to remove it or have it removed from the Owner's premises within 7 days of the end of a period of hire, the Hirer shall become liable to payment of any costs incurred by the Owner in disposing of such waste and to payment of such Storage fees as the Owner may see fit to charge.
- c) The Owner or his Agent shall endeavour to inform the Hirer of any waste or other items found within a hired unit on collection or return to the Owner's premises as soon as possible after such discovery.
- d) Responsibility for the safe keeping of items belonging to the Hirer, or to any Third Party on whose behalf the Hirer may be acting, shall remain at all times that of the Hirer

10. SERVICING AND INSPECTION

The Hirer shall at all reasonable times allow the Owner, his Agents and Insurers to have access to the unit to inspect, test, adjust, repair or replace the same. So far as is reasonably possible, such work will be carried out at times to suit the convenience of the Hirer.

11. TIMBER SUPPORTS OR EQUIVALENTS

- a) If the ground (including any private access or road track) is soft or unsuitable for the unit to stand on, travel, or be transported over without timbers or equivalents the Hirer shall supply and lay suitable timbers or equivalents in a suitable position for the unit to travel over, stand on, or be transported over, including for delivery and collection.
- b) Any timber or other materials which may be supplied by the Owner or his Agent for use as unit supports, steadies or stabilisers is provided solely to assist the Hirer and expressly not to relieve him of his legal, regulatory or contractual obligations to ensure the adequate stability of the unit and the safety of persons approaching, entering and / or leaving it.

12. HANDLING OF UNIT

- a) When a driver and/or other person is supplied by the Owner for the purpose of delivering or collecting the unit, such person will act as the Owner's Agent and shall be in sole charge of the unit until in his judgement the said unit is safely parked on site and ready to be handed over into the care of the Hirer or his representative. Where the unit is being collected such person will act as the Owner's Agent and shall be in sole charge of the unit from the time the Hirer or his representative hands the keys of the unit to the Owner's Agent.
- b) When there is or may be a regulation or condition or circumstance at the delivery or collection site which could affect the safety of any person or of the unit and which the driver supplied by the Owner might reasonably not be aware of the Hirer or his representative shall be responsible for informing the driver and for any loss or damage which may arise from the driver being unaware of the said condition (without prejudice to the provisions of Clause 4).
- c) When a driver or any person is supplied by the Owner with the unit, the Owner shall supply a person competent in towing and operating the unit for such purpose for which the person is supplied and such person shall be under the direction and control of the Hirer. Such drivers or persons shall for all purposes in connection with their employment in the working of the unit be regarded as the servants or agents of the Hirer (but without prejudice to any of clauses 4, 17) who also shall be responsible for all claims arising in connection with the operation of the unit by the said driver/operators/persons. The Hirer shall not allow any other person to operate a hired unit without the Owner's prior consent to be confirmed in writing.



**SPECIALISTS IN THE DESIGN & MANUFACTURE OF
EXHIBITION UNITS & SPECIAL PURPOSE BODIES**

13. MALFUNCTION: REPAIRS AND ADJUSTMENT

- a) When the unit is hired without the Owner's driver or operator under self tow terms any malfunctioning or the unsatisfactory working of any part of the unit must be notified immediately to the Owner. Any claim for out-of-operation time will only be considered from the time and date of notification.
- b) Full allowance for the hire charges and for the reasonable cost of any repairs which have been authorised by the Owner will be made to the Hirer for any out-of-operation period due to the malfunctioning of a unit caused by the development of either an inherent fault or a fault not ascertainable by reasonable examination or fair wear and tear and all out-of-operation periods for normal running repairs in accordance with the terms of the Contract.
- c) The Hirer shall not, except for the changing of a flat tyre and repair of punctures, repair the unit without the written authority of the Owner. Changing of any tyre and repair of punctures are however the responsibility of the Hirer who should arrange for them to be changed or repaired without awaiting authorisation from the Owner. The Hirer is responsible for all costs incurred in the changing or replacement of any tyre and the repair of any puncture.
- d) The Hirer shall be responsible for all expense involved arising from any breakage and all loss or damage incurred by the Owner due to the Hirer's negligence, misdirection or misuse of the unit, whether by the Hirer or his servants, and for the payment of hire at the prevailing daily Hire rate for the unit during the out-of-operation period the unit is necessarily idle due to such breakage, loss or damage.
- e) The Hirer is responsible for the cost of spares and/or repairs due to theft, loss or vandalism of the unit. The Owner will be responsible for the cost of repairs, inclusive of the cost of spares, to the unit involved in out-of-operation time from all other causes.

14. OTHER OUT-OF-OPERATION TIME

No other claims will be admitted (other than those allowed for under Clause 13 as herein provided), for out-of-operation time through causes outside the Owner's control, including bad weather or ground conditions nor shall the Owner be responsible for the cost or expense of recovering any unit from soft ground.

15. LOSS OF OTHER UNIT DUE TO MALFUNCTION

Each unit specified in the Contract is hired as a separate unit and the out-of-operation time of one or more units (whether the property of the Owner or otherwise) through any cause whatsoever shall not entitle the Hirer to compensation or allowance for the loss of working time by any other unit or units working in conjunction therewith, provided that where two or more unit are expressly hired together to act as a single working unit, such items shall be deemed one unit for the purpose of out-of-operation time.

16. LIMITATION OF LIABILITY

Except for liability on the part of the Owner, which is expressly provided for in the Contract (including these Clauses):

- a) the Owner shall have no liability or responsibility for any loss or damage of whatever nature due to or arising through any cause beyond his reasonable control;
- b) the Owner shall have no liability or responsibility, whether by way of indemnity or by reason of any breach of the contract, breach of statutory duty or misrepresentation or by reason of the commission of any loss (including but not limited to negligence) in connection with the hire, for any of the Hirer's loss of profit, loss of use of the unit or any asset or facility, loss of production or productivity, loss of contracts with any third party, liabilities of whatever nature to any third party, and/or any other financial or economic loss or indirect or consequential loss or damage of whatever nature; and
- c) whenever the Contract (including these Clauses) provides that any allowance is to be made against hire charges, such allowance shall be the Hirer's sole and exclusive remedy in respect of circumstances giving rise to the allowance, and such remedy shall be limited to the amount of hire charges which would otherwise be or become due if the allowance in question had not been made.

17. HIRER'S RESPONSIBILITY FOR LOSS AND DAMAGE

- a) For the avoidance of doubt it is hereby declared and agreed that nothing in this Clause affects the operation of any other Clauses of this Agreement.



SPECIALISTS IN THE DESIGN & MANUFACTURE OF EXHIBITION UNITS & SPECIAL PURPOSE BODIES

- b) During the continuance of the hire period the Hirer shall make good to the Owner all loss of or damage to the unit including contents and accessories from whatever cause the same may arise, fair wear and tear excepted, and except as provided in Clause 13 herein, and shall also fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, setup, breakdown or use of the unit during the continuance of the hire period, and in respect of all costs and charges in connection therewith whether arising under statute or common law. In the event of loss or damage to the unit, hire charges shall be continued at the prevailing daily Hire rate for the unit until settlement has been effected.
- c) Notwithstanding the above the Hirer shall not be responsible for damage, loss or injury due to or arising:
- i) prior to delivery of any unit to the site (or, where the site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving such highway) where the unit is in transit by transport of the Owner or as otherwise arranged by the Owner.
 - ii) during the setting up and/or breaking down of any unit, where such unit requires to be completely setup/broken down on site, always provided that such setup/breakdown is under the exclusive control of the Owner or his Agent.
 - iii) after the unit has been removed from site and is in transit on a highway maintainable at public expense (or where the site is not immediately adjacent to a highway maintainable at the public expense after it has joined such highway) to the Owner by transport of the Owner or his Agent.

18. NON RETURN AND LOSS

Failure by the Hirer to return the unit to the Owner on the date agreed as being the last day of the Hire period shall be deemed to be a loss of the unit and hire charges shall be continued at the prevailing daily Hire rate for the unit until such time as a settlement is reached between the Owner and Hirer.

Prevention of the Owner or his Agent from collecting a unit from the Hirer on the date agreed as being the last day of the Hire period due to any reason outside the control of the Owner shall be deemed to be a loss of the unit and hire charges shall be continue to be payable at the prevailing daily Hire rate for the unit until such time as a settlement is reached between the Owner and Hirer.

Where a unit is deemed lost, the Hirer shall be liable to pay to the Owner a sum notified in advance to the Hirer by the Owner as being the replacement value of the unit and this sum shall be in addition to any outstanding Hire and/or transport charges.

Responsibility for the safe keeping under Clause 17 of a unit in respect of which the daily Hire charge continues to be payable remains for the time being with the Hirer until such time as it is agreed by the Hirer that the unit is permanently lost and has paid the Owner the replacement value and all outstanding charges.

19. NOTICE OF ACCIDENTS

If the unit is involved in any accident resulting in an injury to persons or damage to property, immediate notice must be given to the Owner by telephone and confirmed in writing to the Owner's office. In relation to a claim in respect of which the Hirer is not bound fully to indemnify the Owner, no admission, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's consent in writing.

20. REHIRING ETC

The unit or any part thereof shall not be re-hired, sub let, or lent to any third party without the written permission of the Owner.

21. CHANGES OF SITE

The unit shall not be moved from the site to which it was delivered or consigned without the written permission of the Owner.

Where a unit is to be moved by the Hirer or persons acting on behalf of the Hirer from the site or place to which delivery has been agreed with the Owner such must be agreed by the Owner in advance of the commencement of the hire period.

The Hirer shall be responsible for the safe transport of a unit during any movement of the unit between sites taking place within a hire period including any action or inaction on the part of the Hirer or his Agent resulting in loss of or damage to the unit or to persons or to property.



SPECIALISTS IN THE DESIGN & MANUFACTURE OF EXHIBITION UNITS & SPECIAL PURPOSE BODIES

22. RETURN OF UNIT FOR REPAIRS

If during the period of hire the Owner decides that urgent repairs to the unit are necessary he may arrange for such repairs to be carried out on site or at any location of his nomination. In that event the Owner shall be obliged to replace the unit with a similar unit if available, the Owner (but without prejudice to any of the provisions of clauses 10 and / or 14) paying all transport charges involved. In the event of the Owner being unable to replace the unit he shall be entitled to determine the Contract forthwith (but without prejudice to any of the provisions of Clauses 10 and / or 14) by giving written notice to the Hirer. If such determination occurs:

- a) within one month from the commencement of hire, the Owner (but without prejudice to any of the provisions of Clauses 10 and / or 14) shall pay all transport charges involved, or,
- b) more than one month from the commencement of hire, the Owner (but without prejudice to any of the provisions of Clauses 10 and / or 14) shall be liable for only the cost of collection and transport.

23. BASIS OF CHARGING

- a) A unit shall be hired out for an agreed number of days for a price offered by the Owner and agreed to by the Hirer.
- b) No Booking Acceptance will be accepted by the Owner without a Hirer's Purchase Order number or equivalent together with the name and signature of the person authorised to place such orders.
- c) Full payment must be received by the Owner 14 days prior to the starting date of a hire period unless otherwise agreed in writing.
- d) Full allowance will be made for out-of-operation time resulting from faults in the unit or absence of driver or operator supplied by the Owner except where due to acts or omissions of third parties and or the Hirer's misuse, misdirection or negligence, subject however to the provisions of Clause 8 of this Agreement.
- e) Out-of-operation time in respect of such periods shall be allowed for in days, a day including any part of a period of 24 hours during which the unit is un-useable.
- f) Any and all fees properly and unavoidably incurred by the Owner or his Agent in the course of delivering and/or collecting the unit due to entering or transiting zones or areas designated or approved by Central or Local Government authority as zones or areas within which certain charges should be paid shall become payable by the Hirer in addition to the charges agreed upon at the time the Contract is exchanged between Owner and Hirer.

24. COMMENCEMENT AND TERMINATION OF HIRE

- a) Subject to date changes made under Clause 25, the hire period shall commence from the day upon which the unit leaves the Owner's depot or other agreed location, and shall continue until the unit is received back at the Owner's named depot or other agreed location.
- b) In the event that the Hirer fails to return the unit to the Owner or the Owner is prevented from collecting the unit from site for whatever cause or reason, then the period of hire shall be deemed to have been extended by the Hirer and the Owner shall be entitled to charge for such extension at the prevailing daily Hire rate for the unit until such time as the Hirer returns the unit to the Owner or the Owner is able to collect it from site.

25. CHANGES TO DELIVERY AND COLLECTION DATES

- a) Dates agreed in an accepted Booking Offer notwithstanding, either the Hirer or the Owner may request and agree upon earlier or later days for collection and return (in the case of Self-tow hires) or delivery and collection (in the case of Standard hires) without change to the agreed hire fees where this is done for the convenience of either party or due to circumstances arising which require that one or more dates be modified to facilitate delivery or collection.
- b) Where a Hirer or his representative requests earlier collection (in the case of Self-tow) or delivery (in the case of Standard hire) in order to make longer use of the hired unit this may be agreed to by the Owner subject to the unit being available. In such cases the Hirer shall become liable to pay for as many extra days as are agreed upon at the Owner's prevailing daily hire rate for the relevant unit. The same shall apply where the Hirer requests a later return (in the case of Self-tow) or collection (in the case of Standard hire) in order to make longer use of the hired unit.
- c) Extending a period of hire in order to comply with event or show site regulations which could have been determined in advance by the Hirer may be agreed by the Owner subject to the availability of the unit and payment by the Hirer of additional hire fees at the prevailing rate.



SPECIALISTS IN THE DESIGN & MANUFACTURE OF EXHIBITION UNITS & SPECIAL PURPOSE BODIES

26. CANCELLATION

Cancellations must be confirmed in writing and received by the Owner. Cancellations received less than one day prior to the commencement of the agreed hire period shall be charged a fee equivalent to 15% of the total hire price and cancellations received between two and three days prior to the commencement of the agreed hire period shall be charged a fee equivalent to 10% of the total hire price.

Where the Owner has incurred significant expense in making preparations for a hire which is cancelled at any other time he shall at his discretion be entitled to charge the Hirer a fee of £35.

27. INSURANCE COVER

The Owner will not release or deliver a unit to the Hirer without written evidence received in advance of the first day of the hire period that the Hirer has insured the unit to a value not less than the replacement value of such unit, as notified by the Owner. Should the Hirer fail to provide evidence of insurance cover he shall be deemed to have cancelled and the provisions of Clause 25 may apply.

28. NOTICE OF TERMINATION OF CONTRACT

Where the period of hire is indeterminate or having been defined becomes indeterminate the Contract shall be determinable by 3 days notice in writing given by either party to the other except in cases where the unit has been lost or damaged. Notwithstanding that the Owner may have agreed to accept less than 7 days notice of termination, the Hirer's obligations under Clauses 17 and/or 18 as applicable shall continue until the unit is returned to the Owner or until the Owner has collected the unit within the 7 days following the acceptance of short notice.

Oral notice given by the Hirer to the Owner or his Agent shall not be deemed to constitute compliance with the provisions of this Clause.

29. TRAVELLING TIME, FARES AND COSTS

No charge shall be made by the Owner for travelling time, costs and/or fares incurred by any employees of the Owner for the purpose of servicing, repair or maintenance of unit, unless necessitated by the Hirer's negligence, misdirection or misuse of the unit. All other travel costs incurred in the transportation of a unit to and from site shall be charged in addition to a unit's hire price.

30. OWNER'S NAME PLATES

The Hirer shall not remove, deface or cover up the Owner's name plate or mark on the unit indicating that it is his property or any other plates or marks properly affixed to or part of the unit.

31. FLAGS AND FLAGPOLES

Flagpoles where provided are designed to carry flags made of lightweight materials only and measuring no more than 750 x 500mm (landscape). A Hirer causing damage to flagpoles through the use of heavier and/or larger flags will be liable to pay the cost of repairs. The Hirer should note that in wet weather flags made of natural fabrics such as cotton or canvas may become too heavy for the poles and may then cause damage.

32. GOVERNMENT REGULATIONS

The Hirer will be responsible for compliance with relevant regulations issued by the Government or Local Authorities, including Regulations under the Factories Acts, Health and Safety at Work Act etc. Act and observance of the Road Traffic Acts should they apply, including the cost of Road Fund Acts should they apply, including the cost of Road Fund Licenses and any insurance made necessary thereby, save that if and during such time as the unit is travelling, whether for full or part journey from Owner to site and site to Owner with a driver supplied by the Owner, the Owner and not the Hirer shall be responsible as aforesaid.

33. PROTECTION OF OWNER'S RIGHTS

- a) The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possessions of or otherwise deal with the unit except as provided under Clause 20 and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all losses, damage, costs, charges and expenses arising as a direct result of any failure to observe and perform this condition except in the event of Government requisition.



**SPECIALISTS IN THE DESIGN & MANUFACTURE OF
EXHIBITION UNITS & SPECIAL PURPOSE BODIES**

- b) If the Hirer makes default in punctual payment of any sum due to the Owner for hire of unit 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 arrangement with creditors or becomes insolvent within the meaning of Section 113 of the Housing Grants, Construction and Regeneration Act 1996 or any amendment or re-enactment thereof for the time being in force; or shall cause to be done or permit or suffer any act or thing whereby the Owner's rights in the unit may be prejudiced or put into jeopardy, this Contract may forthwith be determined by notice from the Owner to the Hirer (notwithstanding that the Owner may have waived some previous default or matter of the same or a like nature). The Contract shall thereupon be deemed determined by reason of the Hirer's breach and it shall thereupon be lawful for the Owner to retake possession of the said unit and for that purpose 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 Owner to recover from the Hirer any monies due to the Owner under the Contract or any of the Owner's rights and remedies. In particular, without limitation, the Owner shall be entitled to claim the hire charges outstanding as at the date of determination of the hire under this clause, return transport charges, and damages for the Hirer's actual or deemed breach of the Contract under this Clause

34. DISPUTE RESOLUTION AND INTERPRETATION

The Law of the Contract shall be English law.