

CONDITIONS OF HIRE and SERVICE

Mobex Limited

1. Conditions:

- 1.1 These terms and conditions ("the Conditions") supersede all previous conditions, including any terms and conditions of the Customer or its servants or agents and shall not be superseded, varied or waived other than by the express written consent of Mobex Limited ("Mobex").
- 1.2 Any acceptance of a quotation issued by Mobex ("Quotation") indicated by payment of a deposit by the Customer to Mobex shall be conclusive proof of the Customer's acceptance of the Conditions which shall apply instead of and notwithstanding any terms and conditions of the Customer whether included in such acceptance or request and whenever arising.

2. Delivery & Acceptance of Trailer, associated equipment, gazebos and marquees:

- 2.1 The trailer, associated equipment, gazebos and marquees are let to the Customer by Mobex for the hire period [shown in the Quotation] [subject to the hiring ending earlier under clause 9 below.] [For the avoidance of doubt, the total hire period shall not exceed a period of 3 months.]
- 2.2 The trailer, associated equipment, gazebos and marquees shall be delivered to the Customer [at the address specified in the Quotation]. The Customer shall make all arrangements necessary to take delivery of the trailer, associated equipment, gazebos and marquees whenever it is tendered for delivery by Mobex.

3. Ownership:

- 3.1 The Customer will not become the owner of the trailer, associated equipment, gazebos and marquees and shall not sell, assign, mortgage, charge or pledge it or attempt to do any of those things.
- 3.2 Property, legal and beneficial, in any additional fittings or materials supplied by Mobex to the Customer in connection with the trailer, associated equipment, gazebos and marquees hired under this agreement shall not pass to the Customer until Mobex has received full payment for all sums then owed by the Customer to Mobex.
- 3.3 Fittings or materials in respect of which property has remained with Mobex shall be kept identifiable as the property of Mobex and the Customer shall at the Customer's own expense immediately return such fittings or materials to Mobex or permit Mobex to enter the Customer's premises to collect them should Mobex so request.

4. Payment and Interest:

- 4.1 A deposit of 50% of the total hire charges set out in the Quotation is payable by the Customer within 7 days of the date of invoice issued by Mobex failing which Mobex reserves the right to treat the order as cancelled and re-hire the equipment. Payment of the balance of the total hire charges is due not less than 30 days prior to the start date of the relevant event [details of which are set out in the Quotation].
- 4.2 In the event of cancellation by the Customer any refund shall be at the discretion of Mobex taking into account administration and any other costs incurred and whether the trailer, associated equipment, gazebos and marquees can be re-let. For the avoidance of doubt, no refund shall be made for cancellation within a period of 30 days prior to the relevant and the Customer is advised to arrange separate insurance cover accordingly.
- 4.3 If the trailer, associated equipment, gazebos and marquees are not made available for collection at the end of the hire period, hire charges will continue to be levied at a daily rate as notified to the Customer by Mobex until such time as the trailer, associated equipment, gazebos and marquees is made available for collection.
- 4.4 Mobex may charge interest, calculated on a daily basis, at the rate of 5% per annum above the Bank of England base rate for the time being in force on any overdue sums.

5. Insurance:

- 5.1 The Customer is fully responsible for any loss or damage to the trailer, associated equipment, gazebos and marquees (including any additional items provided with it belonging to Mobex) and for any of its own equipment stored on the trailer, associated equipment, gazebos and marquees and will indemnify Mobex against all loss or damage to the trailer, associated equipment, gazebos and marquees not recoverable under any policy of insurance taken out by the Customer under this clause 5.
- 5.2 The Customer must ensure that the trailer, associated equipment, gazebos and marquees is always insured for its full replacement value under a standard form of all risks policy and also against third party claims and that the insurance covers all purposes the trailer, associated equipment, gazebos and marquees is used for.
- 5.3 The Customer must give Mobex such information as Mobex may reasonably require about the insurance.
- 5.4 Damage to or loss of the trailer, associated equipment, gazebos and marquees will be charged at the then current replacement rates together with any other loss suffered by Mobex as a result of such damage or loss.

6. Other Duties:

- The Customer must:
- 6.1 keep the trailer, associated equipment, gazebos and marquees in good repair and condition, except for fair wear and tear, and in proper working order;
- 6.2 ensure that the trailer, associated equipment, gazebos and marquees is used properly and is safe and without risk to health;
- 6.3 let Mobex inspect the trailer, associated equipment, gazebos and marquees and ensure that Mobex has the right at all times to enter the relevant location to gain access to the trailer, associated equipment, gazebos and marquees;
- 6.4 ensure that any identification number or mark of Mobex on the trailer, associated equipment, gazebos and marquees is not altered or removed;
- 6.5 not alter or add anything onto the without the prior written consent of Mobex;
- 6.6 keep the trailer, associated equipment, gazebos and marquees in the Customer's possession at the location stated on the Quotation;
- 6.7 ensure that no other person gets any rights concerning the trailer, associated equipment, gazebos and marquees or this Agreement;
- 6.8 ensure that it complies with any laws concerning the trailer, associated equipment, gazebos and marquees or its use.

7. Management of Client Equipment

- The management of client equipment is undertaken on the following conditions.
- 7.1 All equipment is to be insured by the client against loss, theft or damage, how so ever caused
- 7.2 Equipment stored on behalf of the client is subject to a charge, all to be agreed in advance and payable within 14 days of Mobex invoice
- 7.3 Any servicing, MOT, tachograph calibration or repairs to client equipment are to be agreed in advance of commencement of work and are to be paid within 14 days of submission of Mobex invoice.
- 7.4 Costs for the management of events and delivery to, collection from events are to be agreed in advance and are to be paid within 14 days of submission of Mobex invoice.

Mobex Ltd

Registered Office Rigestate, Station Road, Berkeley, GL13 9RL

Registered in England, Company number 3255004, VAT Registration No 6821890 14

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7.1 If the client's equipment is unavailable and Mobex provide a replacement vehicle or equipment, fees related to such are as per our standard hire terms and will be payable 14 days after submission of a Mobex invoice.

8 General Exclusion & Limitation:

- 8.1 Mobex has the right to let the trailer, associated equipment, gazebos and marquees to the Customer and give the Customer quiet possession of it during the period of this Agreement.
- 8.2 Nothing in these conditions shall exclude any liability for personal injury or death caused by the negligence of Mobex.
- 8.3 Subject to the above, the Customer agrees that other than as set out in this Agreement, Mobex has no liability to the Customer whatsoever whether in contract or in tort for any direct or indirect loss arising in respect of the trailer, associated equipment, gazebos and marquees and/or its hiring (including loss of profits) and that all terms, conditions, warranties and representations (express or implied, statutory, collateral or otherwise) in respect of the trailer, associated equipment, gazebos and marquees are expressly excluded.
- 8.4 Notwithstanding anything else in this Agreement, Mobex's liability to the Customer (except for personal injury or death caused by Mobex's negligence or for any other liability it would be illegal for Mobex to limit or try to limit) whether in contract, tort (including negligence or breach of statutory duty) or otherwise in respect of the trailer, associated equipment, gazebos and marquees or this Agreement shall be limited to [£The Agreed Hire charge/amount].
- 8.5 The price at which Mobex is prepared to hire the trailer, associated equipment, gazebos and marquees is based on the cost of the trailer, associated equipment, gazebos and marquees and its setting up and dismantling, the warranties given and accepted, the risks accepted on either side and the exclusions, restrictions and indemnities imposed. If the Customer requires Mobex to accept any greater liability the Customer must notify Mobex as soon as possible and Mobex will negotiate a different price for the provisions of the trailer, associated equipment, gazebos and marquees.
- 8.6 Each of the exclusions set out above is separate and severable and shall be construed on that basis. In the event that any such exclusion is held to be void but would be valid if some part of it were deleted, such exclusion shall apply with such modification as may be necessary to make it valid and effective.

9. Site:

- 9.1 Hire charges are based on the assumption that the site of the relevant event is reasonably level and firm and has access for motor transport.
- 9.2 Hire charges do not include making good or repairing damage to the relevant site unless caused by Mobex's negligence and the Customer accepts that the use of the trailer, associated equipment, gazebos and marquees may cause a certain amount of damage.
- 9.3 The Customer shall provide a plan for the positioning of the trailer, associated equipment, gazebos and marquees. If it fails to do so, Mobex shall use its judgement and discretion to set up the trailer, associated equipment, gazebos and marquees wherever it thinks fit and shall then be deemed to have done so in compliance with this Agreement.
- 9.4 The Customer is responsible for giving notice to or obtaining any permits from events organisers or site owners prior to erection of the trailer, associated equipment, gazebos and marquees. Any costs incurred in delays or modifications as a result of the Customer's failure to do so shall be payable by the Customer to Mobex in accordance with this Agreement.

10. Termination:

- If the Customer:
- 10.1 fails to pay any sum under this Agreement on time;
- 10.2 breaches any of the other terms of this Agreement;
- 10.3 dies, has a petition for bankruptcy order presented against it or a receiver is appointed of all or any of the Customer's property or any step is taken with a view to the Customer being wound up or subject to an administration order or a voluntary arrangement;
- 10.4 being a company, has a change to its control;
- 10.5 stops or threatens to stop carrying on business;

Mobex may end this Agreement or the hiring by notice.

11. Payment on Termination:

- If Mobex ends this Agreement or the hiring, the Customer must immediately pay to Mobex:
- 11.1 all sums, including interest, which the customer should have paid before Mobex ended this Agreement or the hiring;
- 11.2 Mobex's costs and expenses in taking back the trailer, associated equipment, gazebos and marquees, storing, repairing, insuring and disposing of it or in enforcing its rights under this Agreement;
- 11.3 the residual value of the trailer, associated equipment, gazebos and marquees if Mobex is unable to take it back or it is made available for collection other than in a condition required by this Agreement; and
- 11.4 any other sums which Mobex is or may become entitled to receive by way of damages.

12. Return of the Trailer, associated equipment, gazebos and marquees:

- 12.1 At the end of the hiring the Customer must make the trailer, associated equipment, gazebos and marquees available for collection, in good repair and conditions and good working order.
- 12.2 The Customer will be responsible for the trailer, associated equipment, gazebos and marquees until collected by Mobex and thereafter the Customer will be responsible for any costs which Mobex incurs in placing the trailer, associated equipment, gazebos and marquees in good repair and condition and in any event the Customer will be responsible for any costs which Mobex incurs if the Customer fails to comply with clause 11.1 above.

13. General:

- 13.1 Mobex may on occasion let the Customer have extra time to carry out its duties or choose not to enforce its rights. If it does so however it can still apply on the strict terms of this Agreement later on.
- 13.2 If the Customer is a partnership, each partner is responsible separately as well as together for carrying out this Agreement.
- 13.3 The Customer's obligations are conditions of this Agreement and if the Customer breaks any of them, Mobex may assume the Customer is repudiating this Agreement.
- 13.4 English Law applies to this Agreement. References to Acts include any amendment or re-enactment.
- 13.5 It is not intended that any term of this Agreement should be enforceable by virtue of the Contracts (Rights of the Third Parties) Act 1999 by any person who is not a party to this Agreement.

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14. **Force Majeure:**

Mobex shall not be liable for any claims, costs, damages or other losses suffered by the Customer to the extent resulting from any failure on the part of Mobex, its servants and/or agents, caused by or directly or indirectly due to war, terrorism, act of any government or other competent authority, civil unrest, embargo, computer system failure, storm, fire, accident, industrial action including strike or lock-outs, acts of God, illness, prevention from or hindrance in obtaining raw materials, energy or other supplies or any other similar cause or matter beyond the reasonable control of the Seller.