

TERMS AND CONDITIONS OF SALE

THE HIRER'S ATTENTION IS DRAWN TO CLAUSES 3.4 AND 6 WHICH SET OUT THE LIMITATIONS ON CASTLE MARQUEES LIABILITY TO THE HIRER.

1. THESE CONDITIONS

1.1 In these Conditions the following definitions apply:

Castle Marquees: Smoother Moves Limited, a private company limited by shares

registered in England and Wales with company number 04180095 whose registered office is at

Castle Marquees, Unit 5, Fordingbridge Business Park, Ashford Road, Fordingbridge, Hampshire SP6 1BD., trading as Castle Marquees

Charges: the total amount payable by the Hirer to Castle Marquees for hire of the Hired Equipment as set out on the Order Sheet.

Conditions: the terms and conditions set out in this document as amended from time to time.

Consumer: an individual who is hiring the Hired Equipment from Castle Marquees wholly or mainly for their personal use and not for use in connection with the Hirer's trade, business, craft or profession.

Contract: the contract for the supply of the Hired Equipment by Castle Marquees to the Hirer in accordance with these Conditions.

Deposit: the deposit payable by the Hirer to Castle Marquees as set out in the Order Sheet, such deposit including a non-refundable booking fee of £75.

Hired Equipment: the equipment to be provided by Castle Marquees to the Hirer under the Contract as set out on the Order Sheet.

Hirer: the person who hires the Hired Equipment from Castle Marquees in accordance with these Conditions, whose details are set out on the Order Sheet.

Order Sheet: the order sheet annexed to these Conditions.

Site: the site at which the Hired Equipment is to be delivered, installed, dismantled and collected by Castle Marquees, details of which are set out on the Order Sheet.

1.2 **Castle Marquees**, Unit 5, Fordingbridge Business Park, Ashford Road, Fordingbridge, Hampshire SP6 1BD and can be contacted by telephone on 01425 404142 or by email at steve@castle-marquees.com. Castle Marquees VAT number is 234784390.

1.3 A reference in these Conditions to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference in these Conditions to writing or written includes email but excludes fax.

2. CONTRACT

2.1 In the event that Castle Marquees provide a quote for the Hired Equipment, such quotation does not constitute an offer and shall only be valid for a period of 90 days from the date of issue.

2.2 An order placed by the Hirer shall only be accepted when Castle Marquees issue the Hirer with a signed Order Sheet and the Deposit is paid by the Hirer, at which point the Contract will come into existence.

2.3 Any samples, drawings, descriptive matter or advertising produced by Castle Marquees and any descriptions or illustrations contained on the website for Castle Marquees are produced for the sole purpose of giving an approximate idea of the Hired Equipment referred to in them. They shall not form part of the Contract nor have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Hirer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.5 Where the Hirer is a Consumer, the Hirer has a legal right to change their mind and cancel the Contract within 14 days of the date that the Contract comes into existence. These rights are contained under the Consumer Contracts Regulations 2013 and can be exercised by the Hirer informing Castle Marquees of its decision to cancel. The Hirer may use the attached cancellation form, but it is not obligatory. For the avoidance of doubt, where the Contract is entered into between Castle Marquees and a Hirer who is hiring the Hired Equipment for use in connection with the Hirer's trade, business, craft or profession, the Consumer Contracts Regulations 2013 do not apply.

2.6 Where the Hirer is a Consumer, nothing in these Conditions shall affect your legal rights.

3. HIRED EQUIPMENT AND HIRER OBLIGATIONS

3.1 Castle Marquees shall use its reasonable endeavours to deliver the Hired Equipment to the Site and collect the Hired Equipment from the Site on the dates specified on the Order Sheet.

3.2 The Hired Equipment shall at all times remain the property of Castle Marquees and the Hirer shall at no time have any right title or interest in the Hired Equipment (save to right of possession and use of the Hired Equipment subject to the terms of the Contract).

3.3 The Hirer shall ensure that:

(a) the details contained within the Order Sheet are complete and accurate in all respects;

(b) the Hirer co-operates with Castle Marquees in all matters relating to the Hire Equipment and its delivery, installation, removal and collection;

(c) the Hirer has consent and, where necessary, the appropriate permits, licences and planning permissions for the Hire Equipment to be erected and installed on the Site; (d) the Hirer provides or procure access to the Site for Castle Marquees its agents,

subcontractors, consultants and employees and other facilities as reasonably required by Castle Marquees at all times whilst the Hired Equipment is present at the Site;

(e) the area on the Site where the Hired Equipment is to be erected and installed is flat, level, firm, has access for heavy goods vehicles and has no drain pipes, cables or other underground or over ground services installed therein or thereon which would prohibit the

Hired Equipment from being erected and installed;

(f) Castle Marquees are provided with a detailed plan of the Site showing the position and area on which the Hired Equipment is to be erected and installed;

(g) the Hirer has a representative on Site at the time that the Hired Equipment is delivered and is being erected and installed;

(h) the Hired Equipment is used strictly in accordance with any instructions issued to the Hirer by Castle Marquees and is not used for any unlawful, immoral or improper purpose;

(i) neither the Hirer nor any other person who is not an agent, subcontractor, consultant or employee of Castle Marquees moves, alters, adjusts or tampers (or attempts to move, alter, adjust or tamper) with any of the Hired Equipment; and

(j) the Hired Equipment and all other materials, equipment, tools and any other property belonging to Castle Marquees of Burley which are present on the Site are kept and maintained at the Hirer's own risk and the Hire shall or shall procure that the same is kept in good condition until collected by or returned to Castle Marquees;

(k) it has taken out insurance in relation to the Hired Equipment for the entire duration that the Hired Equipment is on the Site to a value not less than the full replacement value of the Hired Equipment comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Castle Marquees may from time to time nominate in writing.

3.4 In the event that the Site does not comply with the requirements set out in clause 3.3(e), Castle Marquees reserve the right to make additional Charges and/or immediately cancel the Contract by giving written notice to the Hirer. Castle Marquees shall have no liability to the Hirer whatsoever if it has to cancel the Contract as a result of the Site not complying with the requirements set out in clause 3.3(e) and all amounts paid by the Hirer at the point of cancellation of the Contract shall be retained in full by Castle Marquees.

3.5 The Hirer shall keep Castle Marquees indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Castle Marquees as a result of or in connection with any breach by the Hirer of any terms of the Contract, including but not limited to the provisions set out in clause 3.3 and/or any damage caused to the Hired Equipment whilst present on the Site.

4. CHARGES AND DEPOSIT

4.1 The Hirer shall pay the Deposit to such account as is communicated to the Hirer in writing by Castle Marquees. Unless otherwise agreed by Castle Marquees and save as provided in clause 5.1, the Deposit (and the booking fee forming part of the Deposit) shall be non-refundable and by making payment of the Deposit, the Hirer is agreeing to be bound by these Conditions.

4.2 The Charges (less the Deposit on the basis that it has already been paid in accordance with clause 4.1) shall be payable by the Hirer on or before the date which is 30 calendar days prior to the date for delivery of the Hired Equipment as set out on the Order Sheet.

4.3 Unless otherwise stated on the Order Sheet, the Charges include the costs of delivery, erection, installation, dismantling and collection of the Hired Equipment at the Site. Where additional delivery charges, mileage and/or installation charges are payable, these will be detailed on the Order Sheet.

4.4 The Charges are exclusive of VAT and therefore VAT will be added to each invoice raised by Castle Marquees at the rate applicable from time to time. The breakdown of Charges and VAT chargeable is as set out on the Order Sheet.

4.5 All payments to be made under the Contract shall be paid in Great British Pounds Sterling and shall be made by electronic bank transfer to such bank account as Castle Marquees may nominate in writing from time to time.

4.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction

or withholding (other than any deduction or withholding of tax as required by law).

4.7 If the Hirer fails to make any payment under the Contract by the due date for payment, the Hirer shall pay interest on the overdue amount, such interest accruing on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. If the Hirer is a Consumer, the rate of interest shall be 2% per annum above the Bank of England's base rate from time to time. In all other scenarios, the rate of interest shall be 8% per annum above the Bank of England's base rate from time to time.

4.8 In the event that the Hirer wishes to reschedule the date for delivery, installation and/or removal of the Hired Equipment, Castle Marquees reserve the right to charge a rescheduling fee of £75 per time the date for delivery, installation and/or removal of the Hired Equipment is amended.

5. CANCELLATION OF CONTRACT

5.1 Castle Marques reserves the right to cancel the Contract at any time by giving 30 calendar days written notice to the Hirer. In the event that Castle Marquees utilises its right under this clause 5.1, Castle Marquees shall refund the Deposit and any part of the Charges already paid by the Hirer.

5.2 Without prejudice to any other rights or remedies Castle Marquees may have, Castle

Marquees may cancel the Contract immediately by written notice to the Hirer if:

(a) the Hirer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven calendar days after being notified in writing to make such payment;

(b) the Hirer has committed a material breach of the Contract which is incapable of remedy;

(c) the Hirer commits a material breach of any of the terms of the Contract and fails to remedy that breach (if such breach is remediable) within 28 days of that Party being notified in

writing of the breach; or

(d) if the Hirer has a receiver, liquidator or administrator appointed, is the subject of bankruptcy proceedings, ceases to trade, passes a resolution for or is the subject of a winding up order (except for the purpose of a solvent amalgamation or reconstruction), makes any composition or arrangement with creditors or is unable to pay debt as and when they fall due.

5.3 In the event that Castle Marquees cancel the Contract pursuant to any reason set out in clause 5.2, all amounts paid by the Hirer at the point of cancellation of the Contract shall be retained in full by Castle Marquees.

5.4 Subject to clause 2.5 and payment in full of the Deposit by the Hirer in accordance with clause 4.1, the Hirer may cancel the Contract at any time by giving written notice to the Hirer but shall be liable for the following Charges:

(a) in the event that notice is provided by the Hirer at anytime prior to the date which is 30 calendar days before the date for delivery of the Hired Equipment as set out in the Order Sheet, Castle Marquees shall be entitled to retain the Deposit in full;

(b) in the event that notice is provided by the Hirer on or after the date which is 30 calendar days before the date for delivery of the Hired Equipment as set out in the Order Sheet but prior to the date which is 14 calendar days before the date for delivery of the Hired Equipment as set out in the Order Sheet, Castle Marquees shall be entitled to charge the Hirer 25% of the Charges;

(c) in the event that notice is provided by the Hirer on or after the date which is 14 calendar days before the date for delivery of the Hired Equipment as set out in the Order Sheet but prior to the date which is 7 calendar days before the date for delivery of the Hired Equipment as set out in the Order Sheet, Castle Marquees shall be entitled to charge the Hirer 50% of the Charges; or

(d) in the event that notice is provided by the Hirer on or after the date which is 7 calendar days before the date for delivery of the Hired Equipment as set out in the Order Sheet, Castle Marquees shall be entitled to charge the Hirer 100% of the Charges.

5.5 In the event that the Contract is cancelled by the Hirer in accordance with clause 5.3:

(a) Castle Marquees shall be entitled to raise an invoice for any part of the Charges payable under clause 5.3 that have not been paid by the Hirer as at the date of cancellation of the Contract, such invoice to be submitted to the hirer and shall be payable by the Hirer immediately upon receipt; or

(b) in the event that the Charges paid by the Hirer as at the date of cancellation of the Contract are more than Castle Marquees are entitled to charge under clause 5.3, Castle Marquees shall refund the excess of the Charges to such bank account as the Hirer may nominate from time to time in writing.

6. LIMITATION OF LIABILITY

6.1 In circumstances where the Hirer is a Consumer:

(a) nothing in these Conditions shall limit or exclude Castle Marquees liability for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors, for fraud or fraudulent misrepresentation or for breach of the Hirer's legal rights in relation to the Hired Equipment;(b) and Castle Marquees fail to comply with these Conditions, Castle Marquees shall be responsible for loss or damage the Hirer suffers that is a foreseeable result of Castle Marquees breaching this Contract or Castle Marquees failing to use reasonable care and skill, however Castle Marquees shall not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both Castle Marquees and the Hirer knew the loss might happen;

(c) Castle Marquees will make good any damage to the Site or other property caused by Castle Marquees during delivery, installation, dismantling and removal of the Hired Equipment from the Site. However, Castle Marquees shall not be responsible for the cost of repairing any pre-existing faults or damage to the Site or damaged property;

(d) the Hirer notes and accepts that the Hired Equipment is provided for domestic and private use only. If the Hirer uses the products for any commercial, business or re-sale purpose, Castle Marquees liability to the Hirer will be limited as set out in clause 6.2.6.2 In circumstances where the Hirer is not a Consumer and/or is using the Hired Equipment as set out in clause 6.1(d):

(a) nothing in these Conditions shall limit or exclude Castle Marquees liability for:

(i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

(ii) fraud or fraudulent misrepresentation;

(iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

(iv) any matter in respect of which it would be unlawful for us to exclude or restrict liability;

(b) save as set out in clause 6.2(a), all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded from the Contract;

(c) subject to clause 6.2(a), Castle Marquees shall under no circumstances whatsoever be liable to the Hirer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

(b) Castle Marquees total liability to the Hirer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Charges.

6.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

7. DELAYS TO PERFORMANCE OF CONTRACT

7.1 If performance of the Contract (or any part of it) is delayed by an event outside of Castle Marquees control, then the Hirer will be contacted as soon as possible.

7.2 Castle Marquees will take steps to minimise the effect of the delay wherever possible. Provided Castle Marquees do this, it will not be liable to the Hirer for delays caused by the event.

7.3 Where there is a risk of substantial delay, Castle Marquees may, at its option, vary or amend the terms of the Contract (including but not limited to cancelling the Contract or amending the dates for delivery, installation, dismantling and/or removal of the Hired Equipment from the Site).

7.4 Alternatively, the Hirer may contact Castle Marquees in writing to cancel the Contract, following which Castle Marquees shall refund the Charges for any of the Hired Equipment paid for but not yet supplied, save in all cases that the Deposit shall be retained by Castle Marquees.

8. GENERAL

8.1 Castle Marquees will only use any personal information provided by the Hirer in accordance with the data protection laws applicable in the United Kingdom from time to time.

8.2 Castle Marquees may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Hirer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Castle Marquees.

8.3 Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by Castle Marquees.

8.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

8.5 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

8.6 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

8.7 A person who is not a party to the Contract shall not have any rights under or in connection with it.

8.8 Where the Hirer is not a Consumer, these Conditions constitute the entire agreement between the Hirer and Castle Marquees. The Hirer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Castle Marquees which is not set out in these Conditions and that the Hirer shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions.

8.9 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual dispute or claims), shall be governed by, and construed in accordance with, English law and the courts of England and Wales shall have exclusive jurisdiction in relation thereto.