

GENERATORS

A. EXTENT OF CONTRACT

1. These terms and conditions apply to all Contracts for the hire of one or more of our Generators.
2. All orders issued by the Hirer are subject to acceptance at the Owner's absolute discretion and are not binding upon the Owner until accepted by the Owner by either accepting the order in writing or dispatching the Generator to the Hirer (whichever occurs earlier), at which point a 'Contract' comes into existence. The Hirer may not cancel or vary any order which the Owner has accepted. Generators are offered subject to availability.
3. Each Contract is a separate legal contract and contains all the terms agreed by the parties in relation to its subject matter and supersedes all prior agreements, understandings and arrangements whether oral, in writing or arising from a course of dealing. Each party acknowledges that when entering into a Contract it has not relied upon any matter not set out in it.
4. The Owner reserves the right to change the specifications for the Generator without notice to the Hirer to comply with safety and other requirements.
5. The Owner can provide a maximum of 15L of fuel per booking (when agreed that fuel will be provided for the booking) as per their risk assessment and insurances. The hirer will be responsible for any additional fuel beyond this amount.

B. HIRER'S OBLIGATIONS

1. In order to enable the Owner to perform its obligations under the Contract, the Hirer shall co-operate fully with the Owner and provide the Owner with any information that it reasonably requires.
2. The Generator shall always remain the property of the Owner, and the Hirer shall have no right, title or interest in the Generator. The risk of loss, theft, damage or destruction of the Generator shall pass to the Hirer on delivery/collection and shall continue during the Hire Period until such time as the Generator is redelivered to or collected by the Owner. The Hirer is responsible for insuring the Generator and/or the contents of the same at all times during the Hire Period.
3. The Hirer shall at all reasonable times allow the Owner, its agents or its insurers to have access to the Site and Generator to inspect, test, adjust, repair or replace the same.
4. The Hirer will be responsible for compliance with all Applicable Law, including the cost of any insurances, including, without limitation, insurance against loss or damage to the Generator and public liability insurance, to cover all of the Owner's employees, agents and/or sub-contractors whilst on the Hirer's premises or the Site and against all acts and omissions including, without limitation, those of negligence. The Hirer shall obtain all permissions, landlords' waivers, planning permissions, consents and licences required for the Generator under any Applicable Laws and shall comply with any conditions imposed in relation to the same.

5. The Hirer shall indemnify the Owner against any Liability, including any legal costs that the Owner may become subject to as a result of the operation, state, condition or use of the Generator during the Hire Period except where such Liability arises due to the fault of the Owner.
6. If the Generator is involved in any accident resulting in injury to persons or damage to property, immediate notification must be given by the Hirer to the Owner by telephone and confirmed in writing to the Owner no later than 24 hours after such telephone notification. No admission of liability, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's prior written permission.
7. The Hirer shall pay the cost of and, if required by the Owner, arrange transport of, the Generator from the Owner's depot or other agreed location to the Site and return to the Owner's named depot or other agreed location on completion of the Hire Period.
8. The Hirer agrees to follow all conditions set out by the owner at booking and in accordance with all safety rules associated with the functioning of the Generator. A product manual can be made available at request.
9. All fuel kept on site, whether provided by the Owner or Hirer, shall be kept in a safe location away from the public (and, notably, those aged below 16). This includes using suitable containers in which keep all fuel.
10. Safety fences shall be erected to enclose the Generator. A safe distance shall be kept between the generator and use with any inflatables. This distance shall be discussed with the Owner in advance of the booking for use with said inflatables.
11. The Hirer is responsible for always keeping a fire extinguisher on site to ensure any fires can be dealt with appropriately. Please notify the Owner if you are in need of one and a suitable fire extinguisher can be provided.

C. LIMITATION OF LIABILITY

1. The Owner's total Liability to the Hirer for acts and/or omissions under the Contract shall not exceed: (i) £1,000,000 in relation to any damage to tangible property; and (ii) for all other Liability 125% of the amount paid by the Hirer under the Contract.
2. The Owner shall have no Liability to the Hirer for any: (i) expenses, loss of profits and/or damage to goodwill; (ii) special damages; (iii) aggravated, punitive and/or exemplary damages; (iv) business interruption, loss of business, loss of contracts, loss of opportunity, loss of use of the Plant, Unit or any other asset or facility, and/or production; and/or (v) consequential losses and/or indirect losses.
3. The Owner accepts no Liability due to or arising from the Generator becoming unusable or uninhabitable through any cause whatsoever, or through non-arrival arising from accident or breakdown during loading, unloading or transport of the Generator
4. The Owner does not accept Liability suffered by the Hirer due to the delay or cancellation of a delivery, installation, dismantle or collection caused by inclement weather or any other occurrences outside the direct control of the Owner.
5. Each of the limitations and/or exclusions in these terms and conditions shall be deemed to be repeated and apply as a separate provision for each of: (i) Liability in contract (including

fundamental breach); (ii) Liability in tort (including negligence); (iii) Liability for breach of statutory duty; and (iv) Liability for breach of common law and/or under any other legal basis except that the clauses above placing financial caps on the Owner's Liability shall apply once in respect of all of the said types of Liability.

6. The Owner shall have no liability or responsibility for any loss, or damage of whatever nature due to or arising through any cause beyond its reasonable control.

7. Nothing in these terms and conditions shall exclude or limit a party's Liability for death or personal injury due to its negligence or any Liability which is due to its fraud or any other liability which it is not permitted to exclude or limit as a matter of law.

8. All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.

9. The limitations in these terms and conditions are necessary in order to allow the Owner to provide the Plant and/or Unit and/or the Services at its current prices.

D. INSURANCE AND HIRER'S RESPONSIBILITY FOR LOSS AND DAMAGE

1. It is the responsibility of the Hirer to insure its own property including any Unit contents. Subject to these terms and conditions, the Owner shall have no Liability for any loss or damage to the Hirer's property including any Unit contents.

2. For the duration of the Hire Period the Owner shall have no Liability for and the Hirer shall make good to the Owner all loss of or damage to the Generator from whatever cause the same may arise (fair wear and tear accepted), except where such loss or damage arises due to the fault of the Owner and shall also indemnify the Owner

3. Notwithstanding the above, the Hirer shall not be responsible for damage, loss or injury where the Generator is in transit by transport of the Owner or as otherwise arranged by the Owner to and from the Site or, where the Site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving such highway.

4. All permissions shall be sought from the owner of the land on which the Generator shall be used. This shall be kept and retained in writing for reference if necessary.

E. Generators hired with Limited Use

Crockerz Events Ltd will only hire Generators for Limited Use with hires accepting to adhere to the following:

Where a Generator has been hired, the following shall be applicable:

1. Unless otherwise stated, the Hirer shall provide to the Owner for each Working Week an accurate statement of the number of hours a Generator has worked each day.
2. The Hirer shall be responsible for all costs and expenses involved arising from any Breakdown, unsatisfactory working of or damage to any part of such a Generator whether due to acts or omissions of third parties and/or the Hirer, including any negligence, misdirection or misuse of that Generator, whether by the Hirer or on its behalf,

unsatisfactory working or damage or otherwise. The Hirer is also responsible for the cost of spares and / or repairs due to theft, loss or vandalism of that Generator.

3. Unless otherwise set out in the Quote, the Hirer acknowledges that the Charges for the Generator are based upon the Hirer using said Generator for the purpose in which it was intended (i.e. to be used to inflate a bouncy castle) and within the parameters of the time periods quoted.

F. Return of Generator for repairs

1. If during the Hire Period the Owner decides that urgent repairs to the Plant are necessary then it may arrange for such repairs to be carried out on Site or at any location of its nomination. If repairs are necessary due to the misuse, misdirection or negligence of the hirer or third parties, the hirer shall be deemed responsible for repairs, whereas if the Generator is at fault the owner agrees to carry out repairs at their expense.

G. Plant Breakdown, repairs and adjustment

1. Where a Breakdown has occurred due to acts or omissions of third parties and/or the Hirer, including any negligence, misdirection or misuse of the Plant, the Hirer shall pay the full Charges.
2. Any Breakdown or the unsatisfactory working of or damage to any part of the Plant must be notified immediately to the Owner and clarified in writing. Any claim for Breakdown will only be considered from the time and date at which written notification is received and acknowledged by the Owner.
3. The Hirer shall not (except for the changing of any tyre and repair of punctures), repair, modify or alter the Plant without the prior written permission of the Owner.

H. Other stoppages

No claims will be applicable for stoppages through causes outside the Owner's control, including but not limited to bad weather and/or ground conditions nor shall the Owner be responsible for the cost or expense of recovering any Unit and/or Plant from soft or unsuitable ground. For the avoidance of doubt, the Hirer shall be responsible for the cost and expense of recovering any Generator from soft or unsuitable ground or a hazardous environment as well as the Charges.

I. Loss of Generator due to Breakdown

Each item of Plant specified in the Contract is hired as a separate unit and the Breakdown or stoppage of one or more Generators (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.

J. Fuel, oil and grease

Fuel, oil and grease shall, when supplied by the Owner, be charged at the Owner's standard rate, as amended from time to time, and when supplied by the Hirer, shall be of a grade or type specified by the Owner. The Hirer shall be solely responsible for all damages, losses, costs and expenses incurred by the Owner if the Hirer uses the wrong fuel, oil or grease.

APPENDIX

DEFINITIONS

- a. "Applicable Law" means laws and regulations of England and Wales which apply to Unit and/or Plant and/or the provision of the Services and any regulatory policies, guidelines or industry codes which apply to Unit and/or Plant and/or the provision of the Services.
- b. "Breakdown" means the inability of the Generator to function and be used by the Hirer as a result of a mechanical or electrical fault and all stoppages for normal running repairs.
- c. The "Contract" is the Contract between the Owner and the Hirer for the hire of Unit the generator which incorporates the Quote and is governed by these terms and conditions.
- d. "Generator" means a generator (excluding welfare generators) made available for hire
- e. The "Hire Period" shall commence from the time when the Generator leaves the Owner's depot or place where last employed and shall continue until the Generator is received back at the Owner's named depot or other agreed location.
- f. The "Hirer" is the customer whose details are set out in the Contract.
- g. "Liability" means actions, awards, costs, claims, damages, losses (including without limitation any direct or indirect consequential losses), demands, expenses, loss of profits, loss of reputation, judgments, penalties and proceedings and any other losses and/or liabilities.
- h. "Limited Use" means the permitted use of a Generator, on the basis that such use is limited to a maximum of 50 hours across a Working Week.
- i. The "Owner" is Crockerz Events Ltd (Companies House Number: 11869490) whose registered office is 1-2 Harbour House Harbour Way, Shoreham-By-Sea, West Sussex, England, BN43 5HZ.