

SMART CITY MEDIA LTD T/A CITY DRESSING

CONDITIONS OF BUSINESS

1. Application of these conditions These conditions: (a) apply to all hire and other services supplied by us, City Dressing, to you, the customer; (b) replace any previous order forms, correspondence or discussions between us; and (c) may not be varied except with our express written agreement.

In these conditions the word "equipment" includes any item hired by us to you.

2. Acceptance of quotation By accepting our quotation in writing, you will be obliged to pay (1) any deposit or other payment to account which the quotation says is to be paid on confirmation of the order and (2) any cancellation charges under the paragraph below headed 'Cancellation' if you subsequently cancel the hire.

We will not be obliged to proceed with the hire unless and until we give you a written acknowledgement of your acceptance of the quotation. Our quotations are open for acceptance for seven days, so if we receive your acceptance within seven days of the date stated on the quotation, we will (provided you have paid any deposit referred to in the quotation) acknowledge your acceptance in writing. If we receive your acceptance later than seven days, it will be up to us whether we do so.

3. Payment (a) Where our quotation refers to a deposit, the deposit is payable with your acceptance of the quotation. (b) Unless the quotation states otherwise, the balance of our hire charge shall be payable by you no later than the date the equipment is due to be delivered or erected and we reserve the right not to deliver or erect any equipment until such payment is made in cleared funds. (c) You hereby waive all and any future claims and rights of set off against any payment due hereunder and agree to pay all amounts due to us hereunder in full regardless of any set off or cross-claim on your part against us. (d) Any payment not made on its due date shall bear interest on the amount outstanding at the rate of 2% per month until paid. (e) Where any payment due to us by you has not been made on its due date, we shall have the right to refuse to deliver and erect equipment or to continue erecting equipment and to enter the site and dismantle and remove our equipment at any time prior to such payment being made to us in cleared funds. For the avoidance of doubt we shall have no liability to you or any other party arising out of any proper exercise by us of the foregoing right. (f) Any decision by us to issue an acknowledgement of your acceptance or to deliver, erect or leave in place any equipment whilst any payment by you is overdue shall not be deemed a waiver of our right to demand such payment or to exercise any of our other rights under these conditions or in law.

4. Cancellation In the event that you cancel the contract any deposit which you have paid shall be forfeit. In addition you will be liable to pay the following percentage of the hire charge quoted dependent on the period of notice given prior to the date of commencement of the hire. There shall be deducted from the percentage payable the amount of any deposit forfeited but under no circumstances shall the payment be less than the amount of the deposit if that is greater.

Period of Notice	Percentage of Hire Charges Payable	More than 45 days	25%	31-45 days	50%
14-30 days	75%	Less than 14 days	100%		

CITY DRESSING CONDITIONS OF BUSINESS (continued)

5. What the quoted charges include and don't include (a) Hire charges for seating and shelters include delivery to the site, erection and dismantling and collection from the site only. (b) Hire charges for props other than shelter and seating cover delivery to the site only and do not include erecting, dismantling or placing. (c) Quoted charges include only the equipment and services specified for the period of hire specified. We are not obliged to agree to any request by you for additional equipment or services or to extend the period of hire, but if we do this will be subject to our additional costs and charges by separate negotiation. (d) Unless stated otherwise, quoted charges do not include VAT which will be payable in addition at applicable rates.

6. Period of hire Period of hire means the period for which the equipment is required to be ready for use i.e. it does not include erection and dismantling time.

7. The site (a) You must have the site (and any necessary accesses) available and in a suitable condition for the erection of the equipment at the time stated for delivery. You will be responsible for the cost of any additional work we require to carry out if the site or its condition is unsuitable for erection of the equipment hired. (b) You should either be available personally or have a representative available at the site at the time stated for delivery to check equipment delivered and sign our delivery note by way of receipt. (c) If you are not present and do not have a representative at the site at the time of delivery, you will be deemed to have accepted delivery of all equipment delivered by us and we will erect the equipment in such manner and location as we consider appropriate (but we will follow any plan supplied by you in advance in so far as reasonably practicable). (d) Accordingly, we accept no liability for damage to, or loss or damage arising from damage to, any such pipes, cables or other services which were not notified to us by you. (f) We will take reasonable care in erecting and dismantling equipment but you should note that some damage to the site is normally to be expected and we will not be responsible for repairing this. If you fail to do so you will be liable to us for additional hire charges until we are able to dismantle and remove the equipment as well as additional labour costs incurred by the delay.

8. Insurance and care of equipment. the equipment is at 'your risk' whilst on site and: (i) you must make good to us any damage to, or loss or destruction of, the equipment by any cause whilst it is on site (other than fair wear and tear or damage caused by faulty equipment supplied by us); (ii) we require that you insure the equipment against damage, loss or destruction whilst on site to the full new replacement value of the equipment. You must ensure that all equipment is adequately heated when necessary so as to protect the equipment from frost, snow or ice damage and you must ensure that the collection of building up of snow on any equipment is not allowed. (d) Given the risk of damage to a marquee in windy conditions you must take all reasonable steps to ensure that all openings are firmly closed when not in use and are open only for the purposes of entering and leaving the marquee. (e) Our equipment is not provided as secure storage and accordingly we accept no responsibility to you or any other party for loss of or damage to any items left or stored in the equipment. (g) We may visit the site at any time during the period of hire to inspect equipment.

CITY DRESSING CONDITIONS OF BUSINESS (continued)

9. Force majeure: Force Majeure means any cause beyond our reasonable control including but not limited to inclement weather, any act of God, war, military operations, security alert, riot, accident, failure or shortage of power supplies, fire, flood, hurricane, drought, explosion, lightning, strike, lock-out, trade dispute or labour disturbance or the act or omission of or refusal of any licence or permit by any Government or other competent authority. If we are affected by Force Majeure then (a) we will notify you of the nature and extent of it and we shall not be deemed to be in breach of this hire contract, or otherwise be liable to you, by reason of any delay in performance, or non-performance, of any of our obligations under this hire contract to the extent that such delay or non-performance is due to any Force Majeure, (b) the time for performance of that obligation shall be extended accordingly and (c) our hire charges remain payable (and for the avoidance of doubt deposits are not refundable).

10. Delay: We will use all reasonable endeavours to adhere to time scales agreed with you but in the event of any delay in performance by us which is due to our fault our liability will be limited to cancellation of a day's hire charges for each day of delay.

11. Non-availability of equipment: If for reasons beyond our control any item of equipment booked is not available for the period of hire we reserve the right to substitute an alternative size of marquee or other equipment to meet as near as possible your requirements. If we do so you will not have any claim against us. In the event that we cannot substitute alternative sizes of equipment we shall notify you of cancellation of the contract in which event any deposit or other monies paid by you will be refunded immediately but otherwise no claim shall lie against us.

12. Ownership: All equipment hired remains at all times our sole property. You may not sub-hire or part with possession of the equipment and you may not allow any lien or encumbrance to be created over the equipment. You may not dismantle equipment or remove it from the site. You will be liable to make immediate payment to us for the replacement cost of any equipment, which is not present on site when we come to collect it.

13. Limitation of liability: Our liability is limited to refund or cancellation of any hire charges and under no circumstances shall we be liable to you for any loss of profit or any indirect special or consequential loss or damage (whether loss of profit or otherwise) or any costs or expenses or any other claim for compensation whatsoever whether caused by the negligence of ourselves, our employees or agents or otherwise which arise out of or in connection with the hire of the equipment. In any event our entire liability under and in connection with the hire contract shall not exceed the amount of the hire charges. Notwithstanding the foregoing, nothing in these conditions shall limit our liability for death or personal injury caused by our negligence or for losses arising out of fraudulent misrepresentation by us.

14. Licences and approvals etc.: You are solely responsible for obtaining and complying with all licences, approvals, permits and authorisations, of whatever nature, which are necessary to enable the equipment to be erected and used, and will indemnify us against any failure to do so.

CITY DRESSING CONDITIONS OF BUSINESS (continued)

15. Indemnity: You shall keep us indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature suffered or incurred by us or by third parties (including your employees) and caused in whole or in part or arising out of any act or omission of yours in connection with the use of the equipment or any breach or default on your part under these conditions.

16. Insolvency of customer, etc. If you become insolvent or are made bankrupt or come to any arrangement or scheme with your creditors, or, if you are a company you have a liquidator, receiver or administrator appointed or if you breach any of these conditions then we may cancel the hire contract immediately and remove any equipment delivered.

17. Applicable law and jurisdiction If your address as stated in the quotation is in England or Wales then the agreement between us will be governed by English law and the English courts will have non-exclusive jurisdiction to settle any dispute arising. Otherwise, it will be governed by Scots law and the Scottish courts will have non-exclusive jurisdiction. The courts of any jurisdiction in which you are domiciled or in which equipment hired by us to you is sited will also have nonexclusive jurisdiction to settle any dispute arising between us.