

HIRE AGREEMENT

This is a hiring agreement made between US, Global Link having our registered office at 24a New Street, Lancaster (registered charity no: 1107471) and YOU, the person(s) identified as Hirer below. Please complete and return a copy to Global Link before your booking can proceed.

SCHEDULE

Hirer's name(s) in full (if a partnership include partner(s) name(s)) - surname first:

Full postal address(es):

Description of Goods: Exhibition trailer owned by Global Link including all equipment and teaching materials.

Hire Payment:

Period of Hire:

Deposit required **£200**

Cancellation Fee: **£200**

Where the Hirer is a partnership, the signatory must be duly authorised.

Under this agreement the Goods do not become your property and you must not sell them.

TERMS AND CONDITIONS

1 Letting

1.1 We are letting and you are taking on hire the Goods described above upon the terms and conditions set out in this agreement for the Period of Hire and at the Rentals stated above.

1.2 You acknowledge that you are taking the Goods on hire for the purposes of exhibition only.

2 Your obligations

You shall:

2.1 Make payment

Pay the Rentals specified above punctually at the times shown above or at such other times as we may notify to you having regard to your wishes. Any such payment must include the appropriate amount of any VAT on it.

2.2 Use of Goods

Use the Goods properly in accordance with the Manual provided.

2.3 Modification of Goods

Not modify or alter the Goods, but, if they become liable under any statutory enactment to be modified or altered, you shall immediately make such modification or alteration at your own expense;

2.4 Notice of loss

Immediately give notice in writing to us of any material loss of, or damage to, the Goods;

2.5 Inspection

Allow us access to inspect the Goods at all reasonable times;

2.6 Location of Goods

Keep the Goods in your sole possession at the Location (if any) specified above. You must obtain our written consent in advance to any proposed change of the Location of the Goods;

2.7 No sale etc

Not sell, assign, mortgage, charge or sublet the Goods or any interest in them or the benefit of this agreement;

2.8 Indemnity against third party claims

As an obligation surviving termination of this agreement, indemnify us in respect of any claims made against us and all damages, costs and expenses suffered or incurred by us as a result of any third party claim arising out of the state, condition or use of the Goods or in any way arising out of the Goods being let under this agreement;

2.9 Damage, Loss and Repair

Be responsible for loss of, or damage to, the Goods and shall replace or repair the Goods if so required by us;

2.10 Insurance

To keep on cover a public liability insurance policy with respect to the use of the Goods at all times that one of our representatives is not present with the Goods;

2.11 Staffing

To ensure that at least one of your representatives is present at all times of the use of the Goods to assist in the supervision of the Workshops run by our representatives; To ensure that a total of at least two people are available to facilitate daily set up and packing away of heavy items;

2.12 Designated Representative

Nominate an individual to be responsible for the Goods while they are at the Location; this to expressly cover daily set up and dismantling.

2.13 Delivery

Before the delivery of the Goods to measure out and demarcate the area for the Goods to allow for our haulage contractors to deliver the Goods (being within 20 metres of a power point) and be clearly marked front and rear in the event that one of our representatives is not available to oversee the delivery. It is important that the Goods are run from a mains electrical supply and accordingly if the Goods cannot be sited within 20 metres of a power point you must inform us of this. We will liaise with you

over an alternative power supply. You should not without our prior consent use any alternative power supply.

2.14 Delivery Back

Make the Goods available for collection at the end of the Hire Period by our haulage contractors and return all keys and all teaching resources which are owned by us either directly to the haulage contractors or by post to us.

2.15 Pre-delivery Training

To ensure that the best use of the resource is made at a school, WE provide a pre-delivery meeting OR inset to schools in the Northwest free of charge. YOUR proposed date for this training must accompany this document.

2.16 We will want to perform a small post-visit evaluation (visitor numbers etc), part of which will encompass any press interest you have achieved.

3 Our obligations

We shall:

3.1 Health and Safety

Ensure that the Goods comply with all relevant health and safety requirements;

3.2 Insurance

Have on cover public liability insurance which will operate at all times when one of our representatives is demonstrating the exhibition within the Goods;

3.3 Delivery Date

Use all reasonable endeavours to deliver the Goods on the agreed date but time is not of the essence and we will arrange delivery of the Goods for another mutually agreed date or at the election of either of us, return the deposit and any fee then paid;

3.4 Training

Provide free training to one of your designated individuals in the use of, and maintenance of the exhibition and the Goods and provide written instructions for on-going support.

3.5 We will provide a Risk Assessment as part of the manual.

4 Further stipulations

It is mutually agreed that:

4.1 Late payment

If any sum payable to us under this agreement is 10 days or more overdue, you must pay to us on demand (but without prejudice to any other right or remedy which we may have under this agreement or otherwise):

4.2 Default

We may, upon any breach by you of any of the provisions of this agreement, after due notice, terminate this agreement and upon that happening this agreement and the hiring constituted by it shall determine and you shall no longer be in possession of the Goods with our consent and, subject to our right to take possession of the Goods and to recover from you our recoverable losses and to any of your pre-existing liabilities to us, neither party shall have rights against the other.

4.3 Notices

Any notice served under this agreement is sufficiently served if sent by prepaid letter post or telex to the usual or last known place of business of the addressee, and proof of dispatch shall be conclusive evidence of receipt by the addressee in due course of transmission.

4.4 The deposit is not refundable under any circumstances except under clause 3.3. The deposit will be deducted from the final invoice due with respect to the hire of the Goods.

5 Interpretation

5.1 Headings contained in this agreement are for ease of reference only and do not affect the construction of this agreement.

5.2 In this agreement the singular includes the plural and vice versa.

5.3 Any reference in this agreement to a statutory provision shall be construed as a reference to that provision as from time to time amended or re-enacted.

Please tick this box if you do not want us to keep your details for future mailings relating to Escape to Safety.

For Global Link

For Hirer

Nominated individual (see 2.12)

Date