



## SEATING RENTALS

### GENERAL TERMS & CONDITIONS

#### 1. DEFINITIONS

- 1.1 The "Owner" means Arena Saudi Company (Branch) for Services LLC and its successors and assigns.
- 1.2 The "Hirer" means the company, organisation, public authority, or person hiring the Equipment.
- 1.3 The "Conditions" means these general conditions of hire.
- 1.4 The "Contract" means any contract for the hire of the Equipment.
- 1.5 The "Equipment" means the grandstand seating, covered grandstands, artificial sports surfaces, or any other product or any other item, which the Owner agrees to hire to the Hirer.
- 1.6 The "Owner" and the "Hirer" shall individually be referred to as a "Party" and together as the "Parties."

#### 2. APPLICATIONS AND AVAILABILITY OF EQUIPMENT

- 2.1 The Owner agrees to hire to the Hirer and the Hirer agrees to take on hire the Equipment in accordance with any quotation of the Owner which is accepted by the Hirer or any written order of the Hirer which is accepted by the Owner subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions.
- 2.2 If a quotation is accepted by the Hirer the Owner shall be entitled to reject that acceptance for any reason whatsoever by giving seven (7) days written notice.
- 2.3 The quotation is subject to a Site survey and availability of Equipment at the time of ordering.
- 2.4 Quotations shall be available for acceptance only to the period of thirty (30) days or as otherwise stated in the quotation and may be withdrawn by the Owner within such period by written notice. After such period, the prices in the quotation may be subject to variation.
- 2.5 The Hirer shall establish and maintain credit reasonably satisfactory to the Owner during the term of this Contract. If the Hirer fails to maintain satisfactory credit, the Owner may suspend performance under this Contract until satisfactory credit is reestablished.
- 2.6 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Owner and the Hirer.

#### 3. ACCEPTANCE OF ORDER

If an order is accepted by the Owner, the Owner shall following the receipt of this order, send to Hirer an official acceptance that guarantees the availability of the Equipment.

#### 4. TERMS AND RENTALS

The period during which the Equipment will be hired to the Hirer shall commence upon completion of erection of the Equipment and shall end upon commencement of dismantling of the Equipment by the Owner (the "**Hire Period**") and the charges to be made to the Owner for the hiring during the Hire Period (the "**Hire Charges**") shall be as set out in the quotation or order acceptance.

#### 5. CERTIFICATION OF STRUCTURES

- 5.1 The Hirer is responsible for the costs of any independent certification unless expressly agreed in writing with the Owner.
- 5.2 On completion of the installation of the Equipment, an Owner supervisor deemed a "competent person" (the "**Owner Supervisor**"), will execute a checking procedure and issue a formal handover certificate to the Hirer or his representative.

#### 6. INSTALLATION AND DISMANTLING OF EQUIPMENT

- 6.1 The Owner shall use reasonable skill and care in erecting and subsequently dismantling and removing the



Equipment (the “**Services**”).

- 6.2 The Owner shall be entitled, but without having any duty to do so, to stop the use of the Equipment or remove any grandstand covering supplied with the Equipment in the event that the Owner in its absolute discretion considers for safety reasons that is advisable to do so.

## **7. APPROVALS**

- 7.1 The Hirer shall obtain and fully comply with all approvals, permits, licenses and all permissions necessary to ensure that the Equipment and its use and installation conform in all respects with the provisions of any national or local statute law or bye-law which may be applicable to the use security or safety of the Equipment.
- 7.2 The Hirer shall keep the Owner indemnified against all penalties and liability of every kind for any breach of the same.

## **8. CANCELLATION**

- 8.1 In the event the Hirer cancels any Contract or reduces the quantity of Equipment to be hired, the Hirer shall be liable to pay to the Owner:
- 8.1.1 if such cancellation or reduction occurs more than eight (8) weeks prior to the start of the Hire Period:
- (a) in case of cancellation, one-half of the Hire Charges as the liquidated damages; and
  - (b) in case of a reduction in the quantity of Equipment to be hired, one-half of such proportion of the Hire Charges as the Equipment to be cancelled bears to the whole of the Equipment.
- 8.1.2 if such cancellation or reduction occurs less than eight (8) weeks prior to the start of the Hire Period:
- (a) in case of cancellation, the Hire Charges in full as liquidated damages; and
  - (b) in case of a reduction in the quantity of Equipment to be hired, such proportion of the Hire Charges as the Equipment to be cancelled bears to the whole of the Equipment.

## **9. HIRE CHARGES AND ADJUSTMENTS**

- 9.1 The Hire Charges and any deposit for hiring the Equipment shall be as set out in the Owner's quotation or order acceptance which shall be inclusive of all hire charges for the Hire Period and erection, dismantling and transport charges, transport for delivery and collection of all Equipment.
- 9.2 The Hire Charges quoted are for the total quantities of Equipment shown in the quotation and the Owner shall not be obliged to accept an order for part only at the rate of hire quoted.
- 9.3 The Hire Charges quoted are calculated using rates of pay commensurate with a Monday to Friday working week 08:00 – 18:00 hours. In the event the Hirer requests work outside these hours, the Hirer shall be liable for additional charges.
- 9.4 The Owner shall be entitled to increase the Hire Charges in the event of an increase in the price of labour or transport from time of quoting until commencement of the Hire Period.
- 9.5 The Hire Charges shall be exclusive of the provision of standby labour during the period of the event. If required, this would be charged at a minimum daily rate of 2,000 SAR per man.
- 9.6 All the additional charges mentioned in the articles 9.3, 9.4 and 9.5 are referred to in this Contract as “**Additional Charges**”.
- 9.7 The Hire Charges shall be exclusive of VAT, which the Hirer shall in addition pay to the Owner at the rate prevailing at the time of invoicing.
- 9.8 The Hirer shall pay the Owner without any discount or set off the amount of the Hire Charges and any deposit plus VAT at the time or times specified in the Owner's quotation or order acceptance and if not so specified within thirty (30) days of the date of the Owner's invoice.
- 9.9 If the Hirer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Owner the Owner shall be entitled to:
- 9.9.1 cancel the Contract or suspend any further deliveries to the Hirer; and



9.9.2 charge the Hirer interest on the amount unpaid at the rate of four (4) per cent per annum above Barclays Bank plc base rate until payment in full is made; and

9.9.3 provide the Hirer a reasonable period, not to exceed five (5) business days, during which the Hirer shall submit to the Owner disputed invoices, absent which the Owner invoices are deemed accepted.

9.10 The continuance of any Contract or the Hirer's liability for payment of the Hire Charges shall not be affected in any way by the loss, theft or any damage to the Equipment.

9.11 In the event of a suspension of the Services due to non-payment of the Hire Charges, the Owner shall be compensated for expenses incurred in demobilizing and remobilizing its resources to perform its obligations under this Contract.

## 10. REINSTALLATION FEE

10.1 In the event the Hirer requests or requires the Owner to move or engage in multiple attempts to reinstall, reconstruct, move the set-up or remove its Equipment in any way that requires the commensurate use of its trucks, equipment or personnel in connection with the reinstallation, the Owner should be entitled to a reinstallation fee equal to fifty percent (50%) of the applicable components of the original pricing, in addition to any additional labour and materials.

10.2 This reinstallation fee will not apply if a reinstallation results from a mistake by the Owner or a decision made by the Owner solely for its convenience.

## 11. PAYMENT TERMS

Unless otherwise agreed between the Owner and the Hirer, the payment terms depend on the Hire Charges as follows:

11.1 In the event the Hire Charges are less than 500,000 SAR:

11.1.1 Six (6) weeks prior to the first day of installation of Equipment at the Site, the Owner will provide the Hirer an invoice for 50% of the Hire Charges.

11.1.2 The remaining amount should be paid by the Hirer within thirty (30) days following the removal of the Equipment from the Site and receipt of the Owner's invoice.

11.2 In the event the Hire Charges exceed 500,000 SAR:

11.2.1 First payment: twenty-five percent (25%) of the Hire Charges shall be received by the Owner six (6) weeks prior to the first day of installation of Equipment at the Site, and should be paid by the Hirer within thirty (30) days of receipt of the Owner's invoice;

11.2.2 Second payment: sixty percent (60%) of the Hire Charges should be received by the Owner in cleared funds before commencement of installation of the Equipment, and should be paid by the Hirer within thirty (30) days of receipt of the Owner's invoice.

11.2.3 Third and final payment: the remaining fifteen percent (15%) of the Hire Charges should be received by the Owner within thirty (30) days following the removal of the Equipment from the Site and receipt of the Owner's invoice.

## 12. HIRER'S OBLIGATIONS

12.1 With regard to installation and dismantling of the Equipment, the Hirer shall:

12.1.1 not obstruct or permit to be obstructed by any of its agents or employees the Owner during erection, maintaining or dismantling of the Equipment;

12.1.2 ensure that the site at which the Equipment is to be located (the "Site") is cleared on time to enable the Owner to complete its obligations within any time estimated and that there is adequate and unobstructed access to the Site for the Owner's vehicles;

12.1.3 ensure that the Site foundation is sufficiently firm and level and otherwise suitable to carry the Equipment and the load put on it;

12.1.4 have a representative on the Site at all times during the erection of the Equipment to instruct on the



siting of the Equipment or alternatively provide or agree a detailed drawing for that purpose.

12.2 With regard to the use of the Equipment, the Hirer shall:

- 12.2.1 use the Equipment in a skilful and proper manner and in accordance with all approvals required pursuant to Clause 7;
- 12.2.2 ensure that only the number of persons for which the Equipment has been designed are allowed to use the Equipment at any time;
- 12.2.3 ensure the Equipment is at all times during the Hire Period supervised and when not in use guarded by properly skilled and trained personnel;
- 12.2.4 make no alteration to the Equipment and not to remove any existing component, mark or name from the Equipment;
- 12.2.5 deliver up the Equipment to the Owner at the end of the Hire Period or any extension thereof agreed with the Owner;
- 12.2.6 keep the Equipment in its own possession at the Site;
- 12.2.7 not to sell, transfer, lease or otherwise dispose of or mortgage the Equipment or any part thereof;
- 12.2.8 not sub-hire the Equipment or any part thereof without the Owner's written consent and that any such sub-hire will not affect or reduce any of the Hirer's obligations to the Owner under these Conditions.

12.3 Throughout the Hire Period, title to the Equipment remains solely with the Owner.

12.4 The Hirer shall be responsible to keep the Equipment at its own expense in good repair and condition and agrees to pay for any loss of the Equipment or any part of it and for any damages while in the Hirer's possession or control. These costs include, without limitation, reasonable attorneys' fees and costs, incurred by the Owner in attempting to collect from the Hirer under this Contract, recover for loss of the Equipment, or otherwise enforce its rights under this Contract to the reasonable satisfaction of the Owner.

### 13. LABELLING

13.1 The Hirer shall not affix its own seat numbers or markings or adhesive labels to the Equipment.

13.2 The Hirer shall not affix labelling by any other party without the Owner's prior written consent.

13.3 Should seat numbers and/or row letters be required then this can be arranged at a cost of 20p per seat. Under no circumstances will the Hirer accept this activity being carried out by any other party without prior written approval of the Hirer.

13.4 In the event of any breach of these obligations hereunder, the Hirer shall be liable for label removal and seat cleaning and the Hirer reserves the right to charge **of 10 SAR per label**.

### 14. RISK INDEMNITY AND INSURANCE

14.1 During the Hire Period or any extension thereof:

- 14.1.1 the Hirer shall be solely responsible for the safe keeping and use of the Equipment;
- 14.1.2 the Equipment shall be at the sole risk of the Hirer for all loss or damage to the Equipment or any part thereof;
- 14.1.3 use of the Equipment shall be at the sole risk of the Hirer and the Hirer shall be liable for all claims, demands, liabilities, losses, damages, proceedings, costs and expenses relating to the use of the Equipment, its possession, use, lack of use, operation or presence on the Site (other than those resulting directly from the negligent manufacture of the Equipment by the Owner, its employees or agents or the negligent erection or dismantling of the Equipment at the Site by the Owner, its employees or agents).

14.2 The Hirer shall indemnify the Owner against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses, including legal expenses on a full indemnity basis (other than those resulting directly from the negligent erection or dismantling of the Equipment at the Site by the Owner, its employees or agents) whenever arising directly or indirectly:



- 14.2.1 from the Hirer's failure to carry out its duties under these Conditions;
- 14.2.2 by reason of any loss, injury or damage (whether direct or indirect) suffered by any person from the presence of the Equipment on the Site or its possession, use or operation during the Hire Period or any extensions thereof;
- 14.2.3 by or in respect of any person for any indirect or consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever which arises whether through the Owner's negligence (other than the negligent manufacture of the Equipment or the negligent erection or dismantling of the Equipment at the Site) or otherwise out of or in connection with the supply, erection, possession, use, dismantling or removal of the Equipment.

14.3 The Hirer shall:

- 14.3.1 insure the Equipment and keep the Equipment insured throughout the Hire Period for its full replacement value against accidental loss, destruction or damage on a comprehensive policy without restriction or excess;
- 14.3.2 insure the Owner and the Hirer throughout the Hire Period against:
  - (a) any liability to any person or persons for death or personal injury; and
  - (b) damage to or loss of any property; and
  - (c) all indirect or consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever whether arising directly or indirectly out of the use or possession of the Equipment by the Hirer or the failure of the Hirer to comply with any of its obligations under these Conditions or arising from fire, theft, or vandalism but excluding any such liability damage, loss, costs, expenses or claims resulting directly from the negligent manufacture of the equipment by the Owner, its employees or agents or the negligent erection or dismantling of the Equipment at the Site by the Owner its employees or agents.

## 15. OWNERS LIABILITY

- 15.1 Nothing in these Conditions shall be deemed to exclude or restrict the Owner's liability for death or personal injury resulting from negligence.
- 15.2 Where any valid claim in respect of the Equipment which is based on any defect in the quality or condition of the Equipment or its failure to meet specification is notified to the Owner within seven (7) days from the date of completion of erection (or where the defect or failure was not apparent on reasonable inspection within a reasonable time after discovery of the defect or failure) the Owner shall be entitled to replace the Equipment (or the part in question) free of charge or at the Owner's sole discretion, refund the Hire Charges (or a proportionate part of the Hire charges) but the Owner shall have no further liability to the Hirer.
- 15.3 The Owner shall not be liable to the Hirer for any indirect or consequential loss or damage (whether for wasted expenditure, loss of revenue, profit, business or otherwise) costs, expenses or other claims for consequential compensation whatsoever which arises out of or in connection with the supply, installation, use, dismantling or removal of the Equipment (whether through the Owner's negligence or otherwise).
- 15.4 The Owner shall not be liable to the Hirer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Owner's obligations in relation to the Equipment if the delay or failure was due to any cause beyond the Owner's reasonable control and in particular (but without prejudice to the generality of the foregoing):
  - 15.4.1 inclement weather;
  - 15.4.2 acts, restrictions, regulations, byelaws, prohibitions or measures of any kind of the part of any governmental, local or other duly constituted authority.
- 15.5 The Owner shall indemnify the Hirer for all third party claims arising out of this Contract to the extent such claims have arisen as a result of the Owner's negligence.
- 15.6 Without prejudice to any other limitation or exclusion of liability under these Conditions the Owner's total



liability for any one claim or the total of all claims arising from any one act or default of the Owner (whether arising from the Owner's performance or non-performance of this Contract) shall not exceed and shall be limited to one-hundred percent (100%) of the Hire Charges due at the time such liability arises and shall apply irrespective of any claim in tort, negligence, under contract or otherwise at law.

## **16. GROUND SUPPORT**

- 16.1 In the absence of specified soil and/or load test information, the Owner has made an assessment of the ground bearing pressure applicable to the position of our structure.
- 16.2 The responsibility for confirming our assumption is acceptable, or alternatively, providing actual data specific to the venue, lies with the Hirer.

## **17. TERMINATION**

- 17.1 Either Party may terminate this Contract, in the event the defaulting Party breaches or fails to perform any of its obligations or covenants under this Contract, and refuses or neglects this failure and fails to rectify it within seven (7) days following the receipt of the written notice from the non-defaulting Party to rectify the default or the breach.
- 17.2 The Owner may terminate this Contract in the event of a prolonged suspension (relative to term/duration of the agreement, but ordinarily no longer than fifteen (15) days of suspension), in which case the Owner shall be compensated for costs incurred or Services delivered up to date of termination, whichever is greater.
- 17.3 Following any termination of this Contract, (a) the Hirer shall pay to the Owner the amount of the Hire Charges due to the Owner for any Services satisfactorily performed by the Owner prior to the date of such termination, and (b) all the Hire Charges already paid by the Hirer to the Owner, except for such charges that are attributable to the Services satisfactorily performed, shall be returned to the Hirer.

## **18. INSOLVENCY OF HIRER**

- 18.1 Without prejudice to any other right or remedy available to the Owner, the Owner shall be entitled to cancel the Contract or suspend any further deliveries of Equipment or erection of the Equipment without any liability to the Hirer (and if the Equipment has been delivered but not paid for the Hire charges shall become immediately due and payable), in the event that:
  - 18.1.1 the Hirer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or
  - 18.1.2 a mortgagee takes possession or an Administrative Receiver or Receiver is appointed of any of the property or assets of the Hirer; or
  - 18.1.3 the Hirer ceases or threatens to cease to carry on business.

## **19. INTELLECTUAL PROPERTY**

- 19.1 The Owner shall not grant any intellectual property rights to any invention, discovery or trade secrets arising from or related to work performed under this Contract.
- 19.2 The Hirer will own any intellectual property for any invention or discovery that it solely develops or conceives or that is the deliverable under this Contract. Similarly, the Owner will own any intellectual property for any invention or discovery that it solely develops or conceives.

## **20. COPYRIGHT**

- 20.1 The Hirer shall indemnify the Owner against any alleged or proved infringement by the Hirer or any of its employees or agents of the Owner's copyrights, trade marks patents or pending patents.
- 20.2 The Owner shall indemnify the Hirer against any alleged or proved infringement by the Owner or any of its employees or agents of the Hirer's copyrights, trade marks patents or pending patents.

## **21. FORCE MAJEURE EVENT**

- 21.1 The failure of any Party to comply with its obligations hereunder shall be excused to the extent such Party's performance has been rendered illegal, impossible or impracticable as a result of illness or death of an artist or other artist unavailability, an act of God, strike, labor dispute, war, fire, earthquake, act of public enemies, acts



of terrorism, disease, epidemic, pandemic, action of federal, state or local governmental authorities or for any other reason beyond the reasonable control of the party claiming protection by reason of such force majeure event (a "**Force Majeure Event**").

21.2 In the event an event for (for which the Equipment's use is intended) or any portion thereof is cancelled by reason of a Force Majeure Event, the Hirer may terminate this Contract immediately as to that Event or such portion thereof and shall have no further obligations to the Owner hereunder as it relates to that Event or such portion thereof, provided that (a) the Hirer shall pay to the Owner any amount of the Hire Charges earned by the Owner for any Services satisfactorily performed by the Owner prior to the date of such termination, and (b) all the Hire Charges already paid by the Hirer to the Owner, except for such charges that is attributable to the Services satisfactorily performed, shall be returned to the Hirer.

## **22. SUB-CONTRACTORS**

22.1 The Owner may appoint one or more sub-contractors to carry out part or all of its obligations under these conditions.

## **23. LAW**

23.1 Any dispute, controversy, or claim arising out of or relating to this agreement, including its formation, interpretation, performance, breach, termination, or validity, shall be governed by and construed in accordance with the laws of Saudi Arabia.

23.2 Any legal action, suit, or proceeding arising out of or relating to this agreement or the breach thereof shall be brought exclusively in the courts of Riyadh. Each party hereby submits to the exclusive jurisdiction of the courts of Riyadh for the purposes of any such legal action, suit, or proceeding.