



HIRE AGREEMENT MARQUEES & EQUIPMENT.

CLIENT: _____

ADDRESS: _____

SITE LOCATION: _____

Hire Date: _____ Delivery Date _____ Collection Date _____

Marquee Size _____ Floor Type _____ Tables _____ Chairs _____

Stage _____ Dancefloor _____ Lighting _____ Extra's _____

Delivery Instructions _____

Cost € _____ Total € _____

I have read and accept the terms & conditions relating to this hire agreement.

Signed : _____ Date: _____

TERMS AND CONDITIONS OF HIRE for MARQUEES & EQUIPMENT

1. CONDITIONS. The company will submit a quotation which the hirer shall accept in writing: the absence of such written quotation or acceptance however shall not invalidate the Contract, and all the work quoted for and undertaken by, or goods hired from the Company shall be subject to these terms and conditions and the Hirer by authorising or allowing work to proceed or goods to be delivered is deemed to have confirmed the Contract and to have these terms and conditions.

2. **PERIOD OF HIRE.** The period of hire is understood to mean the period for which the tentage or equipment is required to be ready and available for use.

3(i) **CONDITIONS OF SITE.** The Company's quotation for hire charges is made on the assumption that the site on which the tents or equipment are to be erected or to which goods are to be delivered is; -

(a) flat level firm ground with easy access for heavy motor transport and

(b) has no drain pipes, cables or other services buried beneath the surface or otherwise concealed.

If the said site does not comply with these requirements the Company may in its discretion either rescind the Contract by giving oral or written notice to the Hirer or make additional hire charges. The Company shall not be liable to the Hirer for any loss damage or expense resulting from such rescission of the Contract.

3(ii) **EXCLUSION OF COMPANY'S LIABILITY FOR DAMAGE TO SITE AND SERVICES.** Whether the said site complies with the foregoing requirements or not the Company shall not be under any liability whatsoever to make good any damage to the site nor shall the Company be under any liability whatsoever in respect of damage to drain pipes or cables or other services buried under the site or otherwise concealed or any consequential loss resulting from such damage unless an accurate plan showing the precise position of such drains pipes or cables or other services shall have been supplied to the Company.

3(iii) **THE POSITION OF TENTS AND EQUIPMENT.** The Hirer shall provide the Company with a plan showing the position in which the tents or equipment shall be erected or alternatively shall have a representative on the site for that purpose. If the Hirer shall fail to provide a plan or have a representative on the site the Company may erect the tents and equipment where it thinks fit and it shall be deemed to have performed the contract.

4. **VARIATION OF HIRE CHARGES.** The Company reserves the right to vary the quoted hire charges in the event of any increase taking place before or during the period of hire in the cost of labour, materials or transport.

5. **HIRE CHARGES.** All goods hired are charged whether used or not. Goods collected by customers will be charged extra if not returned on day arranged. The hire charges published in any of the Company's printed matter are for guidance of Hirer's in estimating costs only and do not constitute an offer.

6. **PAYMENT.** The Company reserves the right to charge a deposit €100 minimum to confirm the booking, the balance will be payable on delivery.

7. **LOSS OR DAMAGE.** The Hirer is wholly responsible for all equipment on hire from the time of delivery until collection. The Hirer will be responsible for the safe custody of the Company's property on the site, and will make good to the Company all loss or damage to the Company's property or equipment hired or used on the site (other than fair wear and tear) such as breakages etc., including those due to theft or burglary, unless it be proved that such loss or damage be caused by faulty material or workmanship or negligence on the part of the Company. No guarantee can be given that the equipment will be removed the following day, we will do our best to meet the wishes of our Clients whenever possible. We cannot accept any items in place of our own.

8. **INSURANCE:** The hirer should notify their insurance company or broker of the use of the Marquee & equipment on their premises and indemnify the company against any loss or damage arising to or from the use of the Marquee & equipment.

9. **LIABILITY TO THIRD PARTIES.** The Company will not be responsible for and the Hirer will indemnify the Company against all claims for injury to persons or loss of or damage to property howsoever caused unless it be proved that such injury or damage be caused by faulty material or workmanship or negligence on the part of the Company.

10. **ERECTING AND DISMANTLING.** The Company normally provides labour for erection and dismantling and the cost thereof is included in the hire charges. Only in exceptional circumstances by special arrangement will the Company allow the Hirer to erect and/or dismantle the Company's property.

11. **ATTENDANCE.** The hire charges do not include attendance by the Company's men except during the actual process of erection and dismantling.

12. **PERMITS.** The Hirer is responsible for giving notice to or obtaining all necessary permits from any authorities who are or may be concerned and must make application where necessary to the Planning Authority, District Surveyor, Police, Fire Brigade, and any similar authority or organisation. Any cost as incurred in delays or modifications in the work arising from the absence of or misrepresentation of all such necessary permission and permits shall be payable to the Company by the Hirer and shall be deemed to be part of the hire charge for the purpose of Clause 6 hereof.

13. **FORCE MAJEURE.** While every effort will be made by the Company to carry out any order accepted, the full performance of it is subject to variation or cancellation by the Company consequent upon act of God, War, Strikes, Riots, Lock-outs or other labour disturbances Fire, Flood, restrictions on the use of Transport, Fuel or Power, Requisitioning, Shortage of Material or Transport or Labour or any other cause beyond the control of the Company.

14. **MODIFICATION OF CONTRACT.** No verbal representations or arrangements are recognised by the Company and these terms and conditions shall only be modified by supplementary written contract.

15. **CANCELLATION OR PREMATURE TERMINATION OF CONTRACT.** In the event of the Hirer desiring to cancel the contract after a firm order has been placed, if the cancellation date is 14 days prior to the delivery date, there will be a charge of 25 per cent of the hire charge, if the cancellation is 3-13 days to the delivery date, the charge will be 50 per cent of the hire charge, and if the cancellation is less than 3 days prior to the delivery date, full hire charges will be made.

16. **CHARGES FOR DEFICIENCIES CAN BE OBTAINED ON APPLICATION TO THE HIRE OFFICE.**

Note: The company is Eric O Sullivan t/a Carousel Enterprises / Toons & Balloons.

Valid from 9 April 2005.