

TERMS & 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 authorizing 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 marquee or equipment is required to be ready and available for use, until the equipment has been dismantled and removed.

3. CONDITION 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.

The proposed site will be surveyed by the company and 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.

4. PAYMENT. The company reserves the right to charge a non-refundable deposit of €100 to confirm the booking, the balance will be payable on delivery.

5. 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.

6. 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.

7. 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 is proved that such injury or damage be caused by faulty material or workmanship or negligence on the part of the company.

8. 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.

9. 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.

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

Note: The Company is Irish Marquee Hire.

Valid from March 13 2007.

HIRE AGREEMENT OF 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: _____
(Hirer)

Signed: _____ Date: _____
(Irish Marquee Hire Representative)