

Terms and Conditions of Hire

1. Definitions

The *Company* is MCKENDRICK EVENT HIRE.

The *Hirer* is the person hiring equipment from the Company.

The *Equipment* is all items provided to or hired by the Hirer.

The *Period of Hire* means the time commencing with the arrival of the equipment on the site, and terminating when the equipment is removed by the company.

The *Hire Agreement* is the contract entered into by the Hirer and the Company.

2. Conditions

- (a) These terms and conditions apply to all contracts entered into by MCKENDRICK EVENT HIRE unless otherwise stated in MCKENDRICK EVENT HIRE written quotation.
- (b) The terms of these conditions can only be altered with our written agreement.
- (c) No condition contained in any booking form or other communication by you which is inconsistent with any of these conditions will be deemed to have been accepted unless we have agreed to your condition in writing.
- (d) Any offer of Equipment is subject to stock being available on receipt of an order.

3. Payment

The Hirer will pay a non-returnable deposit 50% of total hire and the balance of the total hire charge on the commencement of the Period of Hire.

4. Cancellation

In the event of a cancellation the following charges will be invoiced and due for payment on the date of the commencement of the originally contract of period hire.

Cancellation less than 14 days before the commencement of the period of hire – 50% of the total hire charge including any deposit already paid.

Cancellation less than 7 days before the commencement of the period of hire – 75% of the total hire charge including any deposit already paid.

Cancellation less than 48 hours before the commencement of the period of hire – 100% of the total hire charge including any deposit already paid.

5. Site Conditions

- (a) The Company's quotation for hire charges is dependent on a clear, level, and clean firm site being provided with easy access for commercial vehicles.
- (b) The Company cannot be held responsible for damage caused to concealed or buried pipes cables or other services and features unless their positions have been clearly marked on site by the Hirer.

- (c) The Hirer is required to provide the contractor with either a plan showing the position in which the Equipment is to be erected or should have a representative on site for that purpose.
Otherwise the Company will erect the Equipment where it thinks fit and a further charge shall be incurred if the Hirer wishes the Equipment to be repositioned.
- (d) The Company reserves the right to erect dismantle and remove the Equipment from the site at its own convenience.
- (e) The hire charges do not include any repairs or making good that may be required to the site.
- (f) The Hirer shall obtain all consents if necessary from the local authority and any other authorities prior to the erection of the Equipment. The Hirer undertakes to indemnify the Company in respect of all costs of whatever nature incurred by any delay arising from the failure of the Hirer to obtain such consents and approvals and any costs for calculations or any modifications to the Equipment which are a condition of any such consent or approval.

6. Duties of the Hirer

The Hirer shall during the continuance of the Period of Hire:

- (a) Not make any alteration modification or addition to the Equipment without the prior consent in writing of the Company.
- (b) Bear the cost of the repair of any damage caused to the Equipment during the Period of Hire.
- (c) Not to sell assign mortgage let on hire or otherwise dispose or part with the letting of Equipment.
- (d) The Hirer shall be solely responsible for and the indemnify the Company in respect of all loss or damage to the Equipment (insofar as the Company shall not be reimbursed by the proceeds of the insurance in respect thereof) In the event of a claim for loss or damage being accepted by the Company's insurers the Hirer will be liable for the first \$1000.00 of any such loss or damage.
- (e) The Hirer shall ensure that all doors and other openings onto the marquee are closed and secured at all times during which the marquee is not in use.
- (f) The Hirer is required to provide adequate security for the site where the marquee is erected. The Hirer shall be solely responsible to provide this security from the day of setup to the day of dismantle.

7. Health and Safety

The Company reserves the right in its absolute discretion to require the evacuation of the marquee and/or the cancellation of an event to be held in the marquee. Where this occurs due to:

- (g) health and safety considerations the Company accepts no liability for any loss whatsoever (to include any loss occasioned by the Hirer being forced to cancel any other contracts ,such as catering, DJ'S, florists etc) and the Hirer will remain liable for the full cost of hiring the Equipment.

8. Third Party Liability

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 resulted from faulty materials workmanship or negligence on the part of the Company.

9. Delay

The Company shall not be liable for delay or failure to complete any contract as a result of:

- (a) The site being unsuitable or access being unavailable on the date stated for delivery
- (b) Adverse wind or weather conditions
- (c) Loss or damage to equipment by fire or flood
- (d) Any industrial dispute lock out of strike
- (e) Any cause out of our control
- (f) Grass sites which have not been cut
- (g) Obstructions to our crew going about their work such as other contractors and/or members of the public being in the way
- (h) Any interruption or failure of the main electrical supply to the

11. Limitation of Liability

The Company will not be liable for any theft loss or damage to any belongings of the Hirer their guests or any other contractors hired by the Hirer during the Period of Hire.

I The Hirer have read and agreed the conditions above

Signed:

Name:

Position: Date: