

DOWNINGS MARQUEE HIRING

TERMS & CONDITIONS

Interpretation

“Lessor” shall mean Downings Marquee Hiring

“Lessee” shall mean that person or entity hiring the goods from the Lessor.

“Reserved date” shall mean that date from which the Lessee hires goods from the Lessor.

“Return date” shall mean that date on which the lessor and Lessee agreed that the lessee would return the goods to the lessor.

“Goods” shall mean those goods hired by the Lessee from the Lessor

Hire

The Lessor hereby lets to the Lessee who hereby hires from the Lessor the goods and services on the terms and subject to the conditions set out in this agreement.

Goods

The goods are those set out on the Contract.

The Lessee agrees to the use of the goods in the manner and for the purpose such goods were manufactured.

All goods hired shall remain on the premises to which the goods were delivered by the Lessor. The goods shall not be removed from the Lessee’s premises without the written consent of the Lessor.

Period of Hire

The period of hire shall be as set out on the Contract.

Deposit

A deposit as reflected on the Contract shall accompany the Lessee’s order.

Any deposit paid in advance to secure the hiring of goods will be forfeited if the booking is cancelled prior to the reserved date.

Payment

6.1. Payment of the balance of the hiring charges will be affected three days to the delivery of the goods to the Lessee.

6.2. The Lessee acknowledges to pay the hiring charges and other costs levied by the Lessor as set out on the Contract

6.3. The Lessee agrees to pay the Lessor an amount equal to the daily hire charge for all goods not returned on the agreed return date.

The Lessee shall pay interest on overdue accounts at the rate of 3% per month.

7. Ownership

The Lessee acknowledges that ownership of the goods shall at all times remain vested in the Lessor.

8. Risk

8.1 The goods shall be at the sole risk of the Lessee from the date of the Lessee’s receipt thereof to date of return of the goods to the Lessor.

The Lessee undertakes to return the goods to the Lessor in good condition.

9. Loss or Damage to Goods

9.1 The Lessee shall be responsible for any damages or loss to the goods which arise from the Lessee’s use and of the Lessor’s goods. The lessee shall be responsible for the replacement of any goods lost, stolen or damaged

at the current replacement cost.

9.2 Any cloths [including table cloths] returned to the Lessor with mildew, stains, tears or cigarette burns will be

charged to the Lessee at the full replacement cost.

Initial _____

Indemnity

The Lessee hereby indemnifies the Lessor against any damages sustained by the Lessee and any third party arising out of the lessee's possession and use of the goods

The Lessee indemnifies the Lessor against any damage caused by the Lessor's representatives, agents, employees and servants to any overhead or underground electricity cables, fixed installations and water piping irrespective of whether or not the location of thereof was pointed out to the Lessor.

Return of Goods

All goods must be ready for collection on the return date. The lessee undertakes to pay the Lessor a surcharge determined by the Lessor in respect to goods not ready for collection on the return date.

The Lessee acknowledges that the Lessor shall have a period of seven [7] days to check and test any goods returned or collected by the Lessor.

Approvals

The Lessee shall be responsible for obtaining all necessary governmental, municipal and other approvals and Consents necessary for access to and use of the premises where the goods are to be installed.

General

The Lessor accepts no liability or responsibility for any late or non-delivery of goods due to circumstances beyond its control.

The Lessor accepts no responsibility for shortages unless notified thereof within twenty four [24] hours of delivery.

The Lessor shall be permitted access to any premises or function venue for the purposes of quoting, delivery inspecting, repairing and collecting the hired goods.

No extension in the time or indulgence granted by the Lessor to the Lessee shall affect, prejudice or derogate from the rights of the Lessor under this agreement, nor shall any extension or indulgence be regarded as a waiver of any of the Lessor's rights hereunder or a novation of this agreement.

For the purposes of any legal proceedings against the Lessee the Lessee hereby consents to the jurisdiction of the Magistrate's Court. The Lessee shall pay all legal costs incurred by the Lessor and Lessee.

This agreement constitutes the entire agreement between the Lessor and the Lessee and no alteration or variation hereto shall be of any force or effect unless reduced to writing and signed by the Lessor and Lessee.

The signature of the Lessee or the Lessee's representative on the reverse hereof shall indicate the Lessee's acceptance of the above mentioned terms and conditions.

Goods which may be damaged by rain to be stored under cover by the Lessee during wet weather.

The Lessor is not responsible for the setting up and setting out of tables and chairs.

The Lessor shall not be responsible for cancellations caused by weather conditions.

The Lessor reserves the right to substitute equipment and Marquees.

Changes to goods ordered will only be accepted up to 48 hours prior to delivery.

Dated at _____

On this the _____ **Day of** _____ **20** _____

Company Name

Capacity _____

Name:

Witness: _____