



## Commercial Marquee Terms and Conditions of Hire

Barkly Regional Council (Council) is the owner of all the equipment and accessories.

The customer is the person or company hiring the equipment.

Prices are for hire only. Delivery and labour charges are additional. (Refer to the fees and charges)

The customer is responsible for giving any local or other authorities notice of their intentions to erect equipment and shall pay all fees associated. Eg. Council permits, Occupancy permits etc

A copy of each permit must be supplied to Barkly Regional Council.

During the hire period, the customer is responsible for all equipment and will be held liable if there is any loss or damages to the equipment.

The customer must ensure:

- no part of the marquee is dismantled (partially or otherwise).
- marquees are closed up overnight or in strong winds.
- if the customer is to install their own lighting, Council will not be held responsible for any damages or injuries caused by the lighting.

Any damage to the equipment caused by fusion or malfunction of electrical equipment is the customer's liability and the customer must take adequate precautions.

No smoking, fires, spits, barbeques, or any naked flames to be used inside or near the marquees. Streamers, crepe paper, adhesives, stickers etc are **NOT** to be used inside/on the marquees. If in doubt, please ask us first.

The customer must inform Council, before installation, of any pipes or wires underground which may be affected while installing the tent pegs.

The Council will not be responsible for any damage of anything under the surface of the Marquee such as pipes, wires, etc.

The customer is responsible for all the equipment hired from the time it is set up until the time it is taken down.

The customer must allow Council representatives' access to the goods at all reasonable times to deliver, setup, remove, inspect, test, adjust, maintain, repair or replace equipment.

The customer is responsible for providing safe and proper access to and at the site. The customer is liable for all injury, loss or damage at the site.

If the equipment breaks down or becomes unsafe to use, the customer must stop using the equipment and take all necessary steps to prevent any further damages to the equipment. The customer must also take all steps necessary to prevent injuries from occurring. The customer must not attempt to repair any equipment, and must advise Council immediately.

If full payment has not been received, Council may treat the contract as at an end and such moneys held shall be forfeited without prejudice to its rights at law and arising out of breach of contract.

Council may require a security bond to be paid in addition to any hire fees. This is to be paid at least 4 days prior to delivery. No goods will be delivered until the bond is received. Any portion of the bond not applied will be refunded after the equipment has been returned and checked.

Council has the right to cancel any hire through circumstances beyond the control of Council, such as the weather.

100% of the total fees must be paid 4 days prior to delivery of the equipment.

Identification will be required.