## **ROONEY'S HIRE SERVICE (PVT) LTD CONDITIONS OF HIRE**

- 1. On paying a deposit against your order or signing the order / delivery note, the Hirer acknowledges the Rooney's Conditions of Hire and agrees to the terms and conditions set out herein.
- 2. While all reasonable care and precautions have been taken, Rooney's do not accept liability for direct, indirect or consequential loss, injury or damage suffered by the Hirer, or any servant, agent or member of the Hirer's household, arising out of any defects, whether latent, in equipment out on hire.
- 3. The equipment hereby hired shall be at the sole risk of the hirer, who shall be liable and responsible for any damage to or destruction of, or loss of such equipment howsoever caused, including vis major, casus fortuitus or act of any third party, from the time of delivery to the hirer until redelivery of the equipment to the premises of Rooneys.
- 4. Rooney's cannot accept any liability for any equipment damaged that has been supplied to an event by a third party, it is recommended that the hirer or the third party takes out additional insurance for that particular event.
- 5. Interest will be charged on all overdue accounts from the date of default to payment in full at the current bank lending rate of Rooney's principal bank plus 2%.
- 6. We reserve the right to rescind discounts awarded, should payment terms not be adhered to.
- 7. All orders are to be paid in full before delivery or collection of goods, until the order is paid in full it will remain as a quotation and is subject to change without notice. All quotations are only valid for a period of seven days. All December orders are to be paid in Full 30days prior to delivery.
- 8. Items will only be reserved for the Hirer once the order deposit has been paid.
- 9. All orders will include a refundable deposit. Any goods that are damaged or lost will be charged to the Hirer at cost and deducted off the refundable deposit. All refundable deposits not claimed within 3 months will be written off as a surcharge fee. Deposits will be refunded in the currency they were originally received, and currency fluctuations will have no effect on the amount initially received.
- 10. A Transport charge will be levied on all deliveries and collections. Any order that requires extra deliveries for items requested by the client will be an additional charge.
- 11. Hire charges do not include the installing or set up of such items as chairs, tables, linen, cutlery, crockery etc. Rates for set up of equipment are available on application.
- 12. Hired equipment is not insured once it leaves Rooney's premises. It is the responsibility of the client to ensure the security of all hired equipment.
- 13. While great care is taken by our trained packing staff, all breakages and damage to equipment in transit (if transported by Hirer) or while in use will be charged for in addition to the hire charges.
- 14. Rooney's cannot accept any responsibility for any damage that our equipment may cause to a clients vehicle once it has left Rooney's premises. It is the responsibility of the driver to ensure all goods are safely loaded and are secure before leaving Rooney's.
- 15. To facilitate with loading and off loading of customer collection orders please note the following times:
  - All orders being collected must be made before 3.00pm weekdays
  - All orders being returned must be made before 4.00pm weekdays
  - All orders on Saturday's must be collected or returned by 11.00am
- 16. To facilitate in smooth delivery of orders, goods may be delivered a day early at no extra charge, NB: Security for all items delivered in this manner is the sole responsibility of the Hirer. The Hirer will be notified should early delivery be required.
- 17. An additional hire charge of 50% per day of the "hire charge" will be added on orders that are not returned by the return date.
- 18. Any goods returned in an unhygienic condition will attract a special cleaning charge.
- 19. No fires are to be made in or near Rooney's Marquees / Tents / Gazebo's. The smoke from fires, stain the fabric of the tents and cause discolouring. Any Marquee / Tent / Gazebo that has smoke damage will be charged for at replacement value of the fabric.
- 20. When erecting a marquee, stabilising pegs are driven into the ground please ensure that any underground pipes or cables are clearly indicated to a Rooney's Driver / Supervisor before installation takes place. Rooneys will not be responsible for any damaged pipes or cables or damage to any other property however such damage may be caused, including negligence on the part of any Rooney's employees.
- 21. Cancellation by the Hirer less than 30 days prior to the delivery/ supply date of your order will be subject to a 50% cancellation/ surcharge fee of the total hire charge, Cancellation 7 days prior to the supply date will be subject to a 100% cancellation/ surcharge fee of the total hire charge. All December orders subject to 100% cancellation fees within 30days of delivery. Management may negotiate a special cancellation fee for extraordinary circumstances.
- 22. All delivery times given are estimates, Rooney's cannot be held responsible for any delays beyond our control.
- 23. Please note that no vinyl stickers or posters are to be stuck or glued on the PVC Walls or Roofs of Rooney's Tents. There will be a special cleaning charge to remove vinyl or glue if this does occur. The charge will be determined on the area of PVC that needs to be cleaned.
- 24. Any site plan or drawing issued by Rooney's remains the property of Rooney's.
- 25. Once a tent/structure has been sited and installed, a change in position can only be approved by management. This will attract a surcharge of 50% of the Tent hire value.

## **Additional Temporary Export Order Conditions:**

- 1. The client is responsible for clearing the goods into the country of final destination and any transit countries, as well as associated costs. On request Rooney's may assist with clearing goods associated with the Zimbabwean Authorities noting all costs will be charged to the customer.
- 2. The client will be responsible for supplying additional labour to help with the installation and dismantling of the Rooney's equipment.
- 3. The client will supply accommodation for the Rooney's crew.
- 4. Rooney's cannot be held responsible for any delays / acts of God that may occur at the boarder (s) that are beyond their control, that may cause delays in the delivery of the goods.
- 5. Once the hired goods leave the Rooney's premises, the client is responsible for the insurance of the said goods until such time as they are returned to Rooney's.
- 6. Rooney's will supply any necessary documentation that the client may need for customs and clearing on request.

## Tips for when hiring items for an event:

- 1. For any event it is recommend that you take out insurance for that event please consult your Insurance Broker for further information.
- 2. All other suppliers to your event i.e. caters / bar service / sound and lighting etc should also have insurance for that particular event.
- Please do not fold table cloths when they are wet or damp as this will cause mildew and will damage the linen.
- 4. Any linen with excess stains or marks will be charged for.
- 5. Any goods that are returned after the due in date will attract an extra hire charge which will be deducted off your refundable deposit.
- 6. Plastic chairs on smooth surfaces are dangerous, please avoid this.
- 7. Fires are not allowed in or near a marquee as this is not only a fire hazard, but the smoke stains the fabric and cannot be cleaned. All damaged marquees will be charged for.
- 8. When erecting a marquee, stabilizing pegs need to be driven into the ground. Rooney's cannot be held responsible for any damage that may occur to water pipes or under ground cables. Please before installation takes place indicated to our site supervisor where you think any cables or pipes may be as this could help avoid anything being damaged
- 9. Please ensure you check in and out all items with our supervisors and everything is signed for
- 10. If you do have any further questions on our terms and conditions of hire please feel free to contact a Manager at Rooney's