



StretchTent Singapore  
195 Pearl's Hill Terrace, #02-18/19  
Singapore 168976  
Co. Reg. No. 201223135D  
GST. Reg. No. 201223135

# Terms & Conditions Of Hire

## DEFINITIONS

In this Agreement, unless the context otherwise, indicates:

“Agreement” means these terms and conditions and the Quote;

“Charges” means the hire charges in respect of the Tents and the Services as specified in the Quote;

“Deposit” means the deposit required by the Lessor in relation to the Tents as specified in the Quote;

“Force Majeure” means any event outside of a party’s reasonable control, and includes but is not limited to floods, drought, fire, high winds, extreme heat or cold, heavy rain, hail, lightning, strike, civil disturbance, state action, terrorism and any other similar events;

“Lessee” means the person, firm, company or organisation hiring the Tents as set out in the Quote;

“Lessor” means StretchTent Singapore;

“Obstructions” include but are not limited to pipes, wires, fencing, walls, paving, buildings, water, plants and trees;

“Period” means the hire period as specified in the Quote;

“Quote” means the quote to which these conditions are attached, setting out inter alia the Period, the Tents and the Services hired and the Charges and Deposit in respect thereof, and any amendments thereto agreed to in writing by the Lessor;

“Services” means the services and/or work (if any) to be performed by the Lessor for the Lessee in conjunction with the hire of the Tents, including but not limited to any delivery and/or collection services;

“Site” means the place at which the Tents are to be delivered and/or collected and/or at which Services are to be performed as specified in the Quote.

## 1. HIRE

The Lessor hereby lets to the Lessee who hereby hires the Tents and Services on the terms and subject to the conditions set out in this Agreement.

## 2. QUOTE

The Quote is valid for a period of 14 (fourteen) days from the date of its receipt by the Lessee and no binding agreement will come into existence prior to the acceptance of the Quote by the Lessee in writing and the payment of the Deposit in terms of clause 3 below if applicable.

Any request by the Lessee for the amendment of the Period, Tents and/or Services shall only be considered if written notice of such request is received by the Lessor 48 (forty eight) hours or more



before delivery of the Tents and/or Services, provided however that the Lessor shall not be obliged to agree to any such amendment and provided further that the Lessor shall be entitled to amend the Quote, including but not limited to the Charges and Deposit set out therein.

By signature of the Quote, the Lessee agrees to be bound by these terms and conditions, which are incorporated in and form part of the Agreement.

### **3. DEPOSIT**

The Lessee shall pay the Deposit as agreed to the Lessor on the signature of the Quote in order to secure the hire of the Tents and the Services. The booking is not secured until this deposit has been made.

In the event of a cancellation of the hire of the Tents and Services by the Lessee, the Deposit shall be forfeited to the Lessor as follows:

100% (one hundred percent) of the Deposit shall be forfeited if the hire of the Tents and Services is cancelled less than 30 (thirty) days before the commencement of the Period; and 50% (fifty percent) of the Deposit shall be forfeited if the hire of the Tents and Services is cancelled more than 30 (thirty) days before the commencement of the Period;

Unless otherwise agreed in writing by the lessor, the Lessor shall be entitled to retain the Deposit for a period of 30 (thirty) days from the date of receipt of the Tents by it after the expiry of the Period or earlier termination of this Agreement, to enable it to count and check the returned Tents, where after the Lessor shall return the Deposit to the Lessee, less any amounts owing by the Lessee to the Lessor from any cause whatsoever arising in terms of this Agreement.

### **4. PAYMENT**

The Lessee shall pay the Charges to the Lessor in cash or by bank guaranteed cheque on or before the delivery of the Tents by the Lessor at the commencement of the Period, unless otherwise agreed by the Lessor.

The Charges are, unless otherwise stated, exclusive of any applicable Goods and Service Charge ("GST") for which the Lessee shall additionally be liable and which shall be indicated on the invoice.

The Lessee shall pay all sums due to the Lessor in terms of this Agreement without any set-off, deduction, counterclaim and/or any other withholding of monies.

If any amount due by the Lessee to the Lessor is not paid on due date, then without prejudice to any other remedy to which the Lessor may be entitled, all such overdue amounts shall bear interest at 2% (two percent) above the Lessor's bank's published minimum lending rate of interest per annum, compounded monthly in arrears, charged by the said bank on the unsecured overdrawn current accounts of its most favoured corporate clients in the private sector from time to time, reckoned from the due date to the date of payment.

In the case of a dispute as to the rate so payable, the rate shall be certified by any manager or assistant manager of any branch of the said bank, whose appointment need not be proved and whose decision shall (in the absence of manifest error) be final and binding on the parties.



## **5. SITE**

The Lessee warrants that the Site is:

1. Easily accessible to standard vehicles;
2. Firm and level;
3. Clear and free of underground, surface or aerial obstructions.

Should the Site not comply with the warranty in terms of clause 5 above, the Lessor shall be entitled, without prejudice to any other remedy to which the Lessor may be entitled, to:

1. Re-determine the Charges payable by the Lessee; or
2. Cancel the Agreement, in which event the provisions of clause 3 above shall apply mutatis mutandis and the Lessee shall have no claim whatsoever against the Lessor in respect of such cancellation.

The Lessee shall at its cost restore the Site to the condition it was in prior to the delivery of the Tents and/or performance of the Services, it being specifically acknowledged and agreed that the Charges do not include any repairs or making good that may be required to the Site.

## **6. APPROVALS**

The Lessee warrants that it has obtained all necessary governmental, municipal, regulatory, engineering and other approvals and/or consents and/or licences which may be required for access to and use of the Site, installation of the Tents, and/or performance of the Services.

The Lessee indemnifies and holds the Lessor harmless from and against any and all loss, damage or liability (whether criminal or civil) suffered (and legal fees and costs incurred) by the Lessor as a result of such approvals and/or consents and/or licences not having been obtained.

## **7. ACCESS**

The Lessor shall be entitled to access to the Site at all reasonable times to inter alia:

1. Inspect the Site;
2. Compile or amend a Quote;
3. Deliver and/or collect Tents; and perform the Services.

The Lessee shall allow and/or procure sufficient access to and from the Site and procure sufficient unloading space, facilities and access to power supplies and utilities for the Lessor's representatives, agents, employees, sub-contractors and/or servants to allow them to carry out the Services.

If any Services are delayed, postponed and/or are cancelled due to the Lessee failing to comply with its obligations in terms of this clause 7, the Lessee shall be liable to pay the Lessor's additional standard charges from time to time for such delay, postponement and/or cancellation except where the delay is due to Force Majeure.

## **8. SUBSTITUTION OF TENTS**

If, for reasons beyond the control of the Lessor, any Tents hired are not available for the Period, the Lessor shall be entitled to erect and/or supply tents similar in size and/or specification to those



referred to in the Quote to meet as near as possible the Lessee's requirements, provided however that such alternative tents shall not materially affect the Lessee's position in relation to the proposed actual use of the Tents by the Lessee.

In the event that the Lessor is unable to substitute alternative tents the Lessor shall notify the Lessee of the cancellation of the Agreement in which event any Deposit or other monies paid by the Lessee shall be refunded immediately and the Lessee shall have no claim whatsoever against the Lessor in respect of the cancellation.

## **9. EARLY AND LATE RETURN**

Any Tents returned prior to the expiry of the Period as well as any Services to have been provided in respect of those Tents for the remainder of the Period shall be charged for in full.

Any Tents returned after the expiry of the Period shall be charged for as follows:

1. The half day hire charge for the 1st (first) day (or part thereof) after the expiry of the Period;
2. The full day hire charge for each further day (or part thereof) thereafter.

## **10. LESSEE'S DUTIES**

The Lessee undertakes:

1. Not to interfere with the Tents, their working mechanisms or any other parts of them and to take reasonable care of the Tents and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Lessee by the Lessor;
2. To place all Décor under rain proof cover in rainy weather and allow and/or procure that the Lessor is allowed to notify the Lessor immediately after any breakdown, loss and/or damage to the Tents;
3. To take adequate and proper measures to protect the Tents from theft, damage and/or other risks;
4. To timeously notify the Lessor of any change of the Site;
5. To permit the Lessor at all reasonable times to inspect the Tents;
6. To keep the Tents at all times in its possession and control and not to remove the Tents from the Site without the prior written consent of the Lessor;
7. To be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Tents required by any applicable legislation, regulations, governmental or other directives, best practice and/or operating instructions except to the extent that the Lessor has agreed to provide them as part of the Services;
8. Not to do or omit to do anything which will or may be deemed to invalidate any policy of insurance related to the Tents which is notified to the Lessee by the Lessor;
9. Not to continue to use the Tents where they have been damaged and shall notify the Lessor immediately if the Tents are involved in any accident resulting in damage to the Tents, other property and/or injury to any person;
10. Not to repair the Tents without the prior written consent of the Lessor. If repairs are made to the Tents without the consent of the Lessor, the Lessee agrees that it shall be liable to the Lessor for the replacement cost thereof and the terms of clause 12.3 below shall apply mutatis mutandis;



11. not to purport to sell, let, lease, loan, pledge, transfer or otherwise encumber or dispose of the Tents or any part thereof without the prior written consent of the Lessor;
12. to keep the Tents free from attachment, hypothec or other legal charge or process; and not to move or modify any Tents set up or erected by the Lessor.

## **11. RISK OWNERSHIP AND INSURANCE**

Risk in the Tents shall pass immediately to the Lessee when they leave the physical possession or control of the Lessor.

Risk in the Tents shall not pass back to the Lessor from the Lessee until such time as the Tents are back in the physical possession of the Lessor. This shall apply even if the Lessor has agreed to cease charging any Charges in respect of the Tents.

This risk relates to all eventualities within the Lessee's control, and excludes Force Majeure as defined.

Ownership of the Tents remains at all times with the Lessor. The Lessee has no right, title or interest in the Hire Tents except insofar as they are hired to the Lessee in terms of this Agreement.

## **12. LOSS OR DAMAGE TO THE TENTS**

The Lessee shall be responsible for all expenses, loss (including Charges) and/or damage suffered and/or incurred by the Lessor arising from any breakdown of the Tents due to the Lessee's negligence, misdirection and/or misuse of the Tents.

If the Tents are returned in a damaged, unclean and/or defective state that the lessee could reasonably be held accountable for, and excluding where due to fair wear and tear and/or an inherent fault in the Tents, and/or Force Majeure, the Lessee shall be liable to pay the Lessor for the cost of any repair and/or cleaning required to return the Tents to a condition fit for re-hire and to pay the Charges, in accordance with the provisions of clause 12.4, until such repairs and/or cleaning have been completed.

The Lessee shall pay to the Lessor the full replacement cost of any Tents which are lost, stolen or damaged beyond reasonable repair during the Period less the amount paid to the Lessor under any policy of insurance held by the Lessor.

A certificate by the Lessor certifying such replacement cost shall be final and binding on the parties and shall be sufficient for the purposes of obtaining summary judgment against the Lessee.

The Lessee shall pay the Charges for the Tents up to and including the date it notifies the Lessor that the Tents have been lost, stolen and/or damaged beyond reasonable repair. From that date until the Lessor has replaced such Tents the Lessee shall pay, as a genuine pre-estimate of lost rental profit, a sum as liquidated damages being equal to two thirds of the Charges that would have applied for such Tents for that period. The Lessor shall use its reasonable commercial endeavours to purchase replacements for such Tents as quickly as possible after receipt of the monies paid under clause 12.3 above.

## **13. NO REPRESENTATIONS OR WARRANTIES**

The Lessee acknowledges that, save as contained herein, the Lessor has not made any representations or given any warranties as to:



1. The suitability of the Tents for their intended purpose;
2. The condition and/or quality of the Tents and/or the Services;
3. Its expertise in advising the Lessor as to the appropriate Tents or Services to be hired;
4. Its expertise in performing the Services.

#### **14. EXCLUSION OF LIABILITY**

The Lessor and its representatives, agents, employees, sub-contractors and/or servants shall not be liable to the Lessee for:

1. Any direct, indirect, general, special or consequential damages as a result of:
2. late or non-delivery of the Tents;
3. Shortages of Tents (unless notified within 24 (twenty four) hours of delivery);
4. Force Majeure; or damage to the Site or to any underground, surface or overhead cables and installations on the Site (whether their location has been pointed out to the Lessor or not); any indirect, consequential or special damages arising from this Agreement;
5. Any negligent acts of the Lessor and its representatives, agents, employees, sub-contractors and/or servants.

#### **15. INDEMNITY**

The Lessee hereby indemnifies and holds the Lessor and its representatives, agents, employees, subcontractors and/or servants harmless from and against any and all loss, damage or liability (whether criminal or civil) suffered (and legal fees and costs incurred) by the Lessor and its representatives, agents, employees, sub-contractors and/or servants arising directly or indirectly from this Agreement, including but not limited to those arising from:

1. The Lessee's possession and use of the Tents; damage to or a failure to restore the Site to the condition that it was in prior to delivery of the Tents; damage to underground, surface or overhead cables and installations (whether their location has been pointed out to the Lessor or not);
2. The Lessor's late, defective and/or non-performance of its obligations to the Lessee;
3. The Lessors negligence;
4. The failure of the Lessee to obtain any approvals and/or consents and/or licences in terms of clause 5 above; and Force Majeure.

#### **16. FORCE MAJEURE**

Notwithstanding anything to the contrary contained in this Agreement, the Lessor shall under no circumstances be liable to the Lessee for any delay, defective or non-performance under this Agreement as a result of Force Majeure.

In the event of a Force Majeure event occurring, the Lessor shall in its sole discretion determine whether it is possible and/or safe and/or advisable to install the Tents and/or carry out the Services at the Site and/or allow the Tents to remain installed at the Site.

In the event that the Lessor determines that it is not possible and/or safe and/or advisable for the Tents to be installed and/or the Services to be carried out at the Site and/or for the Tents to remain installed at the Site, this Agreement shall be cancelled and the Lessee shall have no claim whatsoever against the Lessor in respect of such cancellation, and the Lessor shall be entitled to recover its



reasonable costs incurred in attempting to install the Tents and/or carry out the Services in terms of this Agreement.

The Lessee shall be responsible for ensuring that it has arranged an alternative venue for the event for which it required the Tents and/or Services and/or has arranged sufficient event insurance in respect of the event and the Lessor shall have no liability whatsoever in respect thereof.

## **17. BREACH**

Should the Lessee:

1. Fail to pay any amount due by the Lessee in terms of this Agreement on due date; or commit or allow the commission of any other breach of this Agreement and fail to remedy that breach within a period of 24 (twenty four) hours after the receipt of notice to that effect from the Lessor; or repeatedly breach any of the terms of this Agreement in such a manner as to justify the Lessor in holding that the Lessee's conduct is inconsistent with the intention or ability of the Lessee to carry out the terms of this Agreement;
2. Commit an act of insolvency; then and in any of such events the Lessor shall without prejudice to its right to damages or to any other claim of any nature whatever that the Lessor may have against the Lessee as a result thereof;
3. Be entitled to enter any place where the Tents are being and/or have been installed, and to collect them;
4. Be entitled to cancel this Agreement; or in the case of the sub-clause 17.1.2 hereof, be entitled to remedy such breach and immediately recover the total cost incurred by the Lessor in so doing from the Lessee.

On termination of this Agreement the Lessee shall immediately:

1. Return the Tents, or make them available to be collected, as the Lessor directs;
2. Pay to the Lessor any and all sums that are outstanding in terms of this Agreement.

Should the Lessor institute action against the Lessee pursuant to a breach by the Lessee of this Agreement, then without prejudice to any other rights which the Lessor may have, the Lessor shall be entitled to recover all legal costs incurred by it including attorney and own client charges, tracing fees and such collection commission as the Lessor is obliged to pay to its attorneys, from the Lessee.

Should the Lessor cancel this Agreement and the Lessee dispute the Lessor's rights to do so and remain in possession of the Tents pending the determination of that dispute, then the Lessee shall continue to pay, on due date, all amounts due by the Lessee in terms of this Agreement and the Lessor shall be entitled to recover and accept those payments. The acceptance by the Lessor of those payments shall be without prejudice to any other rights or remedies which the Lessor may have in law.

Should the dispute between the Lessor and the Lessee be determined in favour of the Lessor then the payments made to the Lessor in terms of clause 17 shall be regarded as damages paid by the Lessee on account of the loss sustained by the Lessor as a result of the Lessee's possession of the Tents.

## **18. NOTICES AND DOMICILIA**

The parties hereby choose *domicilium citandi et executandi* for all purposes under this Agreement at their respective addresses set forth on the Quote.



The Lessor shall be entitled from time to time, by written notice to the Lessee, to vary its domicile to any other address within the Republic of Singapore which is not a post office box provided that the change shall become effective only 14 (fourteen) days after service of the notice in question.

Any notice given and any payment made by a party to any of the others ("the addressee") which:

1. is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
2. is posted by prepaid registered post from an address within the Republic of Singapore to the addressee at the addressee's domicile
3. for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the fourth day after the date of posting.
4. Where, in terms of this Agreement any communication is required to be in writing, the term "writing" shall include communications by
5. telex or facsimile. Communications by telex or facsimile shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee 24 (twenty four) hours after the time of transmission.

## **19. GENERAL**

No concession, indulgence or additional benefit which a party ("the Grantor") may at any time grant to the other party shall be deemed to constitute a novation or an amendment of this Agreement or a waiver of the rights of the Grantor hereunder.

No agreement purporting to vary the terms and conditions hereof shall be of any force and effect unless reduced to writing and signed by the parties hereto.

This Agreement contains the entire agreement between the parties relating to the subject matter hereof and no parties shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and the parties hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction in respect of all or any disputes which may arise between them in relation to or arising out of the implementation of this Agreement, subject, however to the Lessor's right to proceed in its discretion in any High Court having jurisdiction.