

1. These General Terms and Conditions form the basis of all contracts closed with the Company Tent & Technic Event Services Ltd, based in 2231 Strasshof and hereafter referred to as T&T. The General Terms and Conditions of the Hirer are not valid for T&T, even if T&T does not refute them. They only become part of the contract if T&T officially confirms this. By signing the contract note, the Hirer confirms that he has taken note of the following Terms and Conditions and that he is in agreement with their contents.
2. All hired equipment, including all parts, remain the property of T&T. The Hirer assumes liability for the equipment from the moment of their leaving storage until they are returned to our storage. Hired equipment is to be returned in the same condition as that in which the Hirer received it. Any damage, beyond ordinary wear and tear, is to be made good by the Hirer. Unless otherwise stipulated (in writing), all transport and setting up costs are to be borne by the Hirer. Unreturned or damaged equipment will be invoiced to the Hirer at the going rate for replacement or repair.
3. The Hirer will not hold T&T responsible for any crop damage or other damage caused by T&T during erection or dismantling in the course of a project, unless T&T has demonstrated malicious intent or gross negligence.
4. By signing the contract of hire (the delivery note), the Hirer confirms that he has taken delivery of the equipment and checked that it is acceptable. Subsequent defects cannot be recognized by T&T. If the Hirer forbears from participating in the taking of an inventory and the technical inspection of equipment on its return, he must fully accept the inspection carried out by T&T. The orderer is liable for the correctness and truth and fairness of the order. Should the Hirer, user and/or invoice addressee not be one and the same, the order is, in case of doubt, to be understood as having been placed by the orderer, who is liable for payment as guarantor and payer.
5. Basic operational disruptions, (in particular due to a lack of raw materials or manpower not attributable to T&T, strikes or lockouts at T&T or our suppliers, traffic congestion, official regulations or other case of matters beyond our control), which impede or interfere with the service contracted for, release T&T on both sides from the contract obligations for the duration and extent of the obstacles arising, also with regard to the subsequent delivery of missing supplies.
6. The minimum hire period is one day (24 hours). Should the Hirer wish to reduce or extend the original hire period, he must seek T&T's express permission.
7. Any alterations to the equipment on the part of the Hirer are prohibited. Should equipment need to be returned to its original state, the costs for this will be invoiced to the Hirer. Pasting things to tents is only allowed after consultation and with express permission. T&T reserves the right to invoice for cleaning costs.
8. T&T reserves the right to attach publicity materials of appropriate size to hired equipment. Company logos may neither be removed nor concealed by the Hirer.
9. Licences, authorization for the placing into operation of equipment and all forms of performance licences will be provided by the Hirer at his own cost. T&T accepts no liability for the malfunction of hired equipment and any resulting damage. T&T cannot be made liable for slight negligence and furthermore T&T accepts no responsibility for the making good of consequential damage, financial loss, lost profits, unattained savings, loss of earned interest and loss due to third party claims. Users of equipment are exempt from liability in case of slight negligence, but not in case of personal injury. Compensation is in any case limited in value to the basic hire fee. These limitations of liability are valid with reference to users of equipment, only in case of slight negligence, but not in case of personal injury. Claims for compensation become invalid twelve months after the time when the client became aware of the damage and the author of damage. This does not apply to users of equipment.
10. The hire cost for domestic business is payable by arrangement, and the hire cost for foreign business is payable in advance. Hire transactions with a value of less than Euro 500.00 gross are payable in advance.
11. Verbal orders are confirmed with a contract note. If this is not cancelled or altered within a week, the order is deemed to be fixed. If fixed orders are cancelled, the following cancellation fees will be charged: 30 days before the beginning of the hire period – 10% of the contract cost / 14 days – 25% / 7 days – 50% / 2 days – 100%. Should there be any delay in paying, the client commits to making up for all costs incurred by the contractor in recovering payment, which also means the costs of an external debt collecting agency, according to fee guidelines of the Austrian Federal Economic Chamber of 1993, limited according to Federal Law Gazette 141/1996. 12% interest for late payment will also be charged.
12. Should the shipment be changed during installation due to necessity or verbal orders, this will be taken into account in the final invoice and is deemed to be agreed.
13. The parties' privity of contract is expressly governed by Austrian law. Non-compulsory rules of conflicts of laws of the IPRG, as well as UN sales law, are not valid. The competent court of the First District in Vienna, Austria, is stipulated as the court of jurisdiction. For lawsuits against users of equipment the court of jurisdiction of the residence, usual abode or place of work applies, according to § 14 KSchG.
14. Should any provisions of these Terms and Conditions be deemed invalid, this has no bearing on the legal effect of the remaining clauses. The invalid provisions shall be replaced by a legally valid arrangement which corresponds as closely as possible to the intention of the Parties.