



EQUIP 4 HIRE
EVENTS MADE EASY

FAIRYTALE EVENTS & EQUIP 4 HIRE

Terms and Conditions of Hire



Please carefully read the following conditions of hire.

1. **DEFINITIONS:** In these conditions "Owner" means Fairytale Events and Equip4Hire Pty Ltd and the "Hirer" means any Person, Company or Corporation who shall hire any goods from the Owner.
2. **CLEANING:** An additional charge is payable for cleaning where goods are returned in an unclean condition (except where specifically noted that cleaning is included in the hire price). Fabrics must not be stored or returned wet. Replacement fees apply for fabrics with burns, excessive wax, mould, tear or permanent stains.
- 3a). **REPAIR OR REPLACEMENT:** An additional charge is payable for repair or replacement where goods are stolen or in a damaged or non-working condition at the end of the hire period. The Hirer will pay the current replacement costs in full for broken goods or damaged goods (fixed by a copy of supplier's invoice to the Owner) due to neglect of the Hirer or for any other reason.
- 3b). **INSURANCE:** If a hire insurance cover is offered by the Owner and the premium is paid by the Hirer prior to the delivery of goods a financial limit of liability may apply for the repair or replacement of goods, the conditions of which will be supplied in Appendix A where applicable.
4. **HAZARDS:** Where delivery by the Owner is agreed, the Hirer must advise the Owner of any hazards on site before entry that the hirer has not been able to eliminate. Including, but not limited to – overhead power lines, underground services (e.g. Water pipes, electricity cables, sewerage, telecommunication cables), boggy/or potholed ground, guard dogs and electric fences. Any injury or expenses incurred by the Owner whilst on site as a direct or indirect result of the Hirer failing to eliminate or advise the Owner of such hazards is the Hirers onus and liability.
- 5a). **RISKS:** The Owners insurance cover excludes damage caused by or arising from the following circumstances, which the Hirer acknowledges and accepts as a risk of hire: Tidal wave, action of the sea, storm surge, flood or high water unless caused by or arising from the direct consequence of an earthquake or seismological disturbance. Moving goods or providing instructions for them to be placed in a location where such conditions may cause damage to the Owners goods is done so entirely at the Owners risk. This applies even when the Hirers insurance cover is taken.
- 5b). All goods supplied for functions to be held in public places or unsecured private properties are the sole responsibility of the Hirer who could be asked by the Owner to supply either security or insurance or both for the hire term covering all goods supplied.
6. **COLLECTION OF GOODS:** Where collection of goods by the owner is agreed, the hirer grants irrevocable permission for the Owner to enter upon any premises or property where the goods are stored to recover the same. The hired goods (other than marquees, stages and floors) shall be dismantled and stacked by the hirer in an accessible position for easy collection and loading. As the Owners vehicles are not 4WD and do not leave the load carriageway, any extra expense incurred by the Owner in this regard is payable by the Hirer.
7. **SURCHARGES:** Where the Hirer contributes to delays in gaining access to the site or any other occurrence which impacts on the usual and reasonable time expected for the Owner to undertake their services, surcharges may be charged to the Hirer to cover additional expenses, including but not limited to labour and freight. A 15% surcharge applies to all orders falling on a public holiday.
8. **PERMITS:** Where council permission is required for use of a public venue, it is the Hirers responsible to pay any necessary permits and pay any council fees which may be associated with this, and to obtain a site map noting any hazards and underground and above ground services.
9. Goods shall not be moved or shifted without consent of the Owner.
10. **TRADING TERMS:** A trading account is held with the Hirer, full payment including any required bond is to have been received and cleared by the date of the scheduled delivery. Trading account terms are net seven (7) days from the date of invoice and the Hirer shall pay interest at the rate of two (2) percent per centum per calendar month (or part thereof) for late payments, with the charge to be calculated on the amount outstanding from the due date. In addition to any other rights of the Owner all payments not made when due and payable including outstanding from time to time at the rate of two (2) per centum per calendar month (or part thereof) from the date upon which payment should have been paid until payment in full is made.
11. **ACCESS:** The Hirer is to grant access to the Owner for repair, examination or recovery of goods in the event of Hirer default.
12. **CANCELLATIONS:** A cancellation fee equivalent to 25% of the order value shall be payable if the order is cancelled between one and three weeks before the nominated delivery date; fifty percent of the total order value shall be payable if the order is cancelled two to seven days before the nominated delivery date. One hundred percent of the total hire shall be payable if the order is cancelled within 48 hours or less before the nominated delivery date.
13. **REFUNDS:** Refunds will only be made at the discretion of the Owner which shall be absolute. Where a bond has been paid this shall be refunded in full only once checks have been done to ensure all of the goods have been returned in a clean, working and undamaged condition. Hire insurance premiums (if applicable) are refundable.
- 14a). **INDEMNITY:** The Hirer shall indemnify and keep indemnified and save harmless the Owner and the Owners servants and agents from all damages, suites, actions, claims and demands of every description whatsoever and howsoever arising directly or indirectly from the use, maintenance, transport, assembly, disassembly, operations of the goods or otherwise and whether resulting from the negligence of the Owner, its servants or agents or otherwise.
- 14b). **EXCLUSION OF LIABILITY:** The owner shall not be liable to the Hirer or the Hirers servants or agents for any damages, suites, claims and demands of every description whatsoever and howsoever arising directly or indirectly from representation, warranties, terms and conditions, expressed or implied (except in so far as statutory conditions and warranties cannot be excluded under Part V Division 2A of the Trade Practices Act (1974) or relevant State Legislation) use, or maintenance, transport, assembly, disassembly, operation or the goods or otherwise and weather resulting from the negligence of the Owners, its servants or agents or otherwise.
- 14c). **OPERATION OF CLAUSES 14a and 14b:** Clauses 14a and 14b hereof to the extent to they are inconsistent with other clauses, terms and condition of this Agreement are to override such clauses and be of paramount force.