## **Terms and Conditions of Hire**

Events to Adore - ABN 68567470249

The following Terms & Conditions must be accepted by the "hirer" prior to "Events to Adore" making "the equipment" available to the hirer.

#### 1. Definitions

"The Equipment" means all goods, equipment, consumables, accessories, and packaging supplied by to the hirer.

"The Hirer" means you, the person, or your authorised representative who is hiring the Equipment from, the owner.

"Hire Period" is calculated from the time the equipment arrives at the hirer's site until the time the owner collects the equipment from the site.

"The Owner" means us, Events to Adore ABN 68567470249 and our employees.

"Return of Equipment" means their return to the owner by collection by the owner or drop off by the hirer.

"The Site" means the location where the equipment is being used.

## 2. Bookings

All enquiries are tentative until such time as a deposit is paid by the hirer to the owner.

At the time of accepting the owner's quote, the hirer will be invoiced and agrees to pay a deposit to secure the hirer's chosen hire period. Payment can be made by credit card, cash or bank transfer.

The hirer will enter into a contract with the owner and agrees to accept the terms from the date the deposit is paid.

The hirer is responsible for any damages, breakages, theft or additional cleaning required on return of the equipment to the owner at the conclusion of the hire period.

The hirer agrees to give the owner a minimum of one week's notice for all hire bookings.

## 3. Payment

The hirer agrees to pay the owner the hire fee which is determined one week prior to the event when final numbers are given to the owner by the hirer.

The full hire fee must be paid to the owner prior to the commencement of the hire period.

Payment can be made by credit card, bank transfer or cash.

## 4. Period of hire

The period of hire is for a 24 hour period unless mutually agreed by the owner and the hirer.

The date of commencement for the hire period will be specified on the invoice sent by the owner to the hirer.

## 5. Cancellation

The hirer may cancel a booking up to 24 hours prior to the commencement of the hire period and will be refunded any monies paid in full. Cancellations after this time will forfeit any deposit paid.

## 6. Delivery

The hirer agrees to be at the site at the time of delivery previously arranged by the owner and the hirer. If the hirer or representative is not present at the agreed time of delivery, the owner reserves the right to not deliver or to redeliver the equipment at another time for an additional delivery fee as determined by the owner.

The hirer is responsible for inspecting and checking all equipment on delivery and notifying the owner within two hours of delivery of any equipment that is missing, damaged or unfit for purpose. Failure to do so with mean the hirer is responsible for any damage, missing or unfit equipment on collection.

# Responsibility of the hirer

The hirer accepts full responsibility for the equipment during the period of hire and is liable for any equipment loss or damage during the period of hire.

The hirer must not remove any equipment from the site or modify any equipment without the approval of the owner. The equipment remains the property of the owner at all times. The hirer may not transfer this contract to a third party without the written approval of the owner.

#### 7. Collection

The hirer is to allow the owner access to the site at the agreed time of collection. If the hirer or representative is not at the site at the agreed time of collection, an additional collection fee will be charge as determined by the owner.

All equipment hired under a standard hire agreement shall be cleaned by the hirer according to directions given and packed in the same manner it was delivered. The owner has 48 hours from the end of the hire period to check the equipment for cleanliness and damage.

## 8. Unclean Equipment

Any equipment hired under a standard hire agreement found to be unwashed or excessively dirty on inspection by the owner will incur an additional cleaning fee equivalent to 50% of the specific piece of equipment's hire fee. This amount will be payable by the hirer on issue of an additional invoice for payment within 7 days.

## 9. Damaged Equipment

If any equipment is found to be damaged, broken or missing, the hirer will be liable to pay a replacement fee equivalent to the recommended retail price. This amount will be determined by the owner and the hirer will be issued an additional invoice for payment within 7 days.

## 10. Changes to the contract

The terms cannot be altered, varied or substituted without the written consent of the owner.

The latest contract supersedes all previous contracts between the owner and the hirer.

## 11. Disclaimer

The owner shall in no way be held responsible or accountable for any injury, death or loss of income caused to the hirer or any third party resulting from the hire of equipment.

These terms and conditions of hire are governed by the Laws of NSW and the hirer and the owner submit to the jurisdiction of the courts of that state for determination of any dispute, claim or demand arising.