

CONDITIONS OF HIRE

DEFINITIONS

- (a) The **Owner** is Décor It Events Pty Ltd (ABN 90 828 806 075) including its employees and agents
- (b) The **Hirer/Customer** refers to the person, firm, company or other organization (including any representatives) hiring equipment from the Owner.
- (c) The **Equipment** means all the equipment, products and accessories listed in the order/quote/agreement supplied to the Hirer.
- (d) **Terms** means these terms and conditions.

TERMS AND CONDITIONS FOR HIRE

1. Hire of Equipment

- 1.1 Hiring commences from the date specified in the order/quote/agreement and continues until the equipment is returned.
- 1.2 Hire is for time out, not for the period of use. Any extension of the period must be agreed to by Décor It Events.
- 1.3 The Hirer agrees to return the equipment to the address of Décor It Events on or before the end of the hire period as specified in the order/quote/agreement.
- 1.4 The Owner reserves the right to take photos at the event location utilising the Owner's Equipment. The photos are taken with the focus on the Equipment and are private property of the Owner. The photos may be used in publications or any other social media used or contracted by the Owner.

2. The Hirer's Obligations

The Hirer will:

- (a) Be responsible for the Equipment from the time hired until collected or returned to the Owner.
- (b) Must allow the Owner access to the goods at all reasonable times. Safe and proper access must be provided to the site.
- (c) Not remove the Equipment from the location designated in the order form, and must not sub-hire, part with possession or part with control of, the Equipment, without the Owner's written permission.
- (d) Uses the Equipment in a proper, safe and prudent manner and only for the purpose and capacity it was designed.
- (e) Ensures all Equipment is returned or ready for collection by the Owner's employees in a complete, clean, dry and properly packed condition and if being collected readily accessible. The Hirer will pay for all cleaning, or drying costs and damage resulting from not properly drying, cleaning and packing the Equipment.
- (f) The Equipment must be returned in the same condition it was in, when it was collected/delivered.

3. Fees and Charges

- 3.1 The amount quoted is for the use of the Equipment for the agreed period of time. The Hirer agrees that all charges for hire loss, hire extension, damage and repair will be paid and that all collection fees, legal fees or any expenses involved in the collection of these charges will be borne by the Hirer.
- 3.1 Prices are quoted per item. Additional charges may be payable for delivery, set-up and pick up.
- 3.2 Custom Built of Special Purchases Equipment will be quoted separately from general equipment.

4. Terms of Payment

- 4.1 A non-refundable deposit of 25% of the estimated value is required to secure the order. Deposits are required for all orders, with the exception of:
 - (a) Orders placed less than 7 days from delivery or pickup require full 100% prepayment to confirm the booking.
 - (b) All custom built or special purchase order requires full payment at the point of booking in order to commence manufacture or buying process.
- 4.2 100% Prepayment balance is payable within 7 days prior to the delivery or pick up.
- 4.3 Equipment will not be released for delivery or pick up until Payment has been received
- 4.4 Payment means cleared funds in the Owner's bank account prior to delivery or pick up.
- 4.5 Credit Payments will incur a surcharge.
- 4.6 The Hirer agrees to pay the Owner's hire charge including charges for damage, loss and repairs or any tax, GST, duty, levy expenses paid or payable by the owner. Addition charges relating to loss, damage, repairs or other expenses to be paid within 7 days of the relevant invoice.
- 4.7 A final payment invoice may be issued post event if there are any variations to order after 100% prepayment has been paid.

5. Cancellation of Hire by Hirer

- 5.1 All Cancellation of orders/quotes/agreements will forfeit the booking non-refundable deposit.
- 5.2 Cancellations made **more** than 7 days from the agreed date of delivery, set up or pick up will receive a refund of funds remitted excluding the non-refundable deposit.
- 5.3 Cancellation made **less** than 7 days from the agreed date of delivery, set up or pick will receive a refund for the delivery and collection fees only, as such, the Hirer forfeits any additional payments made. The cost for hire of the Equipment is considered a cost of lost opportunity and are non-refundable.
- 5.4 No refund applies to the cancellation or reduction of floral product within 7 days of delivery or pick up.
- 5.5 No refund applies to the cancellation or reduction in numbers of custom made or special purchase orders.
- 5.6 Refunds for any additional payments are made via either refund to credit card or cheque

6. Termination of Hire by Owner

- 6.1 The Owner may terminate the hire at any time up until 7 days prior to the event. In this event, the deposit paid and any other monetary value shall be returned to the Hirer. The Hirer shall have no claims for such termination.
- 6.2 If the Owner is unable to provide the Equipment to the Hirer for any circumstances or reasons which are beyond the control of the Owner. The Owner may:
 - (a) Make the necessary changes to the equipment provided the end performance is not prejudiced; or
 - (b) Cancel any order by notice in writing.

7. Liability and Indemnity

Property

- 7.1 The Hirer acknowledges that all property in and title to the Equipment remains with the Owner. The Hirer does not acquire any property in or title to the Equipment and the Hirer's interest in the Equipment is as bailee of the Owner only.

8. Loss or Damage to Equipment

- 8.1 If the Equipment is lost or damaged the Hirer must contact the Owner. Notification does not absolve the Hirer from its obligations under these Terms.
- 8.2 The Hirer shall not attempt to repair the Equipment if damaged, but should notify the Owner.
- 8.3 The Hirer will be responsible for the Equipment from the time of delivery or pick up, until collected or returned to the Owner. The Hirer will be liable for any Equipment that is lost or damaged however caused during that period. If the Hirer breaches any of these Terms, the Hirer, shall without limitation be liable for the following:
 - (a) Any costs incurred by the Owner in repairing or replacing the Equipment.
 - (b) Additional Hire charges for the Equipment until the Equipment is repaired or replaced.
- 8.4 If the Equipment is lost or damaged and the loss or damage to the Equipment is caused by the negligent or willful act or omission of the Hirer will be liable to any other costs incurred or losses suffered by the Owner as a result of the loss or damage.
- 8.5 The Owner shall not be liable for any loss or damage caused to any person, property whatsoever arising from the use of the Equipment hereby hired and the Hirer indemnifies the Owner in respect to any claims for such loss or damage.

9. Release and Indemnity

- 9.1 The Hirer hereby releases the Owner, the Owner's servant and agents from and agrees to indemnify the Owner in respect of any third party claims, action, suits, demands, costs and expenses for damage or injury to person or property arising directly or indirectly out of the hire or use the Equipment by the Hirer or these Terms whether this results from negligence of the Owner, its servants or agents or otherwise.

10. Insurance

The Hirer will maintain at its own expense all appropriate policies of

- a. for theft or damage to the Equipment hired in an amount not less than the full replacement cost of the Equipment.
- b. For liability, property, and casualty insurance coverage in amounts necessary to fully protect the Owner and its Equipment against all claims, loss or damage whatsoever

11. Force Majeure

If the owner is unable at any time to perform any of its obligations whether wholly or partly by reason of any cause beyond its control (including without limitation, acts of God, inclement weather, strikes, lockouts, fires, riots, civil commotion or unrest, interference by civil or military authorities or act of war) the Owner may give written notice to that effect to the Hirer. giving full

shall not be liable for any loss or damage suffered by the Hirer as a result of any delays caused by such force majeure events.

12. Miscellaneous

- 12.1 If any of the Terms becomes void or unenforceable for any reason then that part will be severed from these Terms to the intent that all other parts that do not become void or unenforceable will remain in full force and effect and be unaffected by any severance of other parts.
- 12.2 Failure by the Owner to insist upon strict performance of any of these Terms, or to exercise in whole or in part any right that it may have under these Terms, or at law, shall not be deemed to be a waiver of any rights that the Owner may have and shall not be deemed a waiver of any subsequent breach by the hirer of any of these Terms. These Terms shall be governed by and construed in accordance with the laws of the State of Victoria.