

Terms of Service

For the purposes of these terms and conditions the hirer of the equipment shall be referred to as the "Customer"

The owner and supplier of the equipment shall be referred to as "Events Party Hire".
Equipment means all items that are hired and collected by the customer or delivered by Events Party Hire to the customer whether or not the items have been paid for.

QUOTATION

All quotations will be valid for a period of up to fourteen (14) days from date of issue. Acceptance of the quotation is to be in writing. Upon receipt of the customer's acceptance, it shall be deemed that the customer agrees to and accepts the terms and conditions of hire listed.

On commencement of hire without the customer's written confirmation to such action it shall be deemed that the customer agrees to and accepts these terms and conditions of hire listed.

DEPOSIT

A non-refundable deposit of 10% is required to secure a booking.

SECURITY BOND

Events Party Hire reserves the right to request a security bond to cover any equipment. The bond and amount will be determined by individual booking requirements. Any damaged, missing, very unclean items will be charged at full replacement cost and/or cleaning cost, this will then be deducted from the bond amount. Should this amount exceed the total bond amount on hold, the customer will be responsible to pay any balance owing. Security bond refunds may take up to one (1) month to process following an event.

ORDER VARIATIONS AND PAYMENT

Once a quote is converted to an order and if any hire items or equipment are removed and hired by the customer from another supplier, full charges for the removed items will still be payable.

If marquees are removed from a secured booking completely due to a change of mind at any stage, a 50% cancellation fee will be charged of the total booking. This is considered a loss of opportunity.

The customer may make changes to order quantities by advising Events Party Hire in writing. Final changes need to be advised in writing by no later than seven (7) days prior to your event.

The balance of your account is due and payable seven (7) days prior to your event – an invoice will be issued prior to this to allow final payment. Event's Party Hire does not recommend full payment more than seven (7) days prior to your event. Accounts that remain unpaid will incur a weekly \$25 administration fee for each week the account remains unpaid past the invoice due date.

COVID-19 POSTPONEMENTS AND CANCELLATIONS

Subject to availability Events Party Hire will work with customers for all secured bookings that require rescheduling due to Covid-19 Government restrictions.

All secured bookings that cancel are subject to the below cancellation policy.

All monies paid to date at time of cancellation are non-refundable. Subject to Event's Party Hire's discretion all monies paid to date maybe transferable to a new date subject to availability.

CANCELLATION POLICY

The customer may cancel an order at any time by advising Events Party Hire in writing; however, cancellation fees will occur should the customer cancel the booking within thirty (30) days of the event date. No cancellation by the customer is valid unless it has been acknowledged in writing by Events Party Hire.

Bookings cancelled within seven (7) days of the event date will be charged 100% of the total booking cost. Bookings cancelled between seven (7) and thirty (30) days will be charged 50% of the total booking cost. Bookings cancelled outside thirty (30) days of the event will be charged 10% of the total booking costs.

Cancellations of bookings/events due to weather shall still be subject to the cancellation policy above. Events Party Hire is in no way responsible for intemperate weather that may cause the customer to cancel their booking.

By providing your credit card details, you give permission for Events Party Hire to charge the card for any cancelled bookings.

FORCE MAJEURE

For the purpose of this clause, "Force Majeure" means an event or circumstance beyond the reasonable control of a party, including, but not limited to, acts of God, war, rain, hail, wind, fire, explosion, pandemics, civil disobedience, and legislation not in force at the date of this agreement or labour disputes. Neither Events Party Hire nor the customer will breach this agreement and each party will not be liable to the other party for delay or failure to perform its obligation under this agreement due to Force Majeure. Events Party Hire may give written notice to the customer, giving full particulars of such Force Majeure.

Events Party Hire shall not be liable for any indirect or consequential losses or expenses suffered by the customer, including but not limited to, loss of turnover, profits, business or goodwill or any liability to any other party or for any loss or damage suffered by the customer as a result of any delays caused by such Force Majeure events.

DAMAGE, LOST, STOLEN OR UNCLEAR EQUIPMENT

Upon delivery of the equipment and until the return of the equipment to Events Party Hire's premises the customer has full responsibility of all equipment hired. The customer will pay

full replacement cost of any equipment badly damaged, lost or stolen. The customer will pay any repairing costs to damaged equipment. Any damaged equipment will be decided by Events Party Hire if it can be repaired or require replacement. Burns, holes, tears, water damage or other similar damage to equipment shall be replaced at full cost to the customer.

All goods are to be returned in a clean and dry condition. Any equipment returned unclean by the customer to Events Party Hire, the customer shall pay Events Party Hire the full cost of returning the equipment to a clean condition.

The customer shall protect the equipment from the elements during the time of hire. In poor weather conditions storage of the equipment may be necessary and is the responsibility of the customer to see that the equipment is stored safely. Any equipment damaged from weather is the full responsibility of the customer and shall be paid at full replacement cost to Events Party Hire.

Events Party Hire's equipment shall be delivered to the customer in a clean and well-maintained condition. It is the customer's responsibility to notify Event's Party Hire should the equipment not be in a satisfactory condition within three (3) hours of receiving the equipment. Otherwise, any damage or uncleanliness of equipment shall be deemed the customer's accountability.

The customer understands that no crepe paper or confetti of any kind is to be used in Marquee's.

The customer agrees to return all equipment to Event's Party Hire by the due date or additional hire fees will be charged.

All goods are to remain at the customer's address as advised on the booking unless written consent is given by Events Party Hire.

DELIVERY COLLECTION AND SETUP

Handling and maintenance fees will be charged to the customer for any installation of equipment, delivery and collection. This fee will vary depending upon distance travelled from Events Party Hire's premises, amount of equipment hired, amount of setup required and installation time. The customer will be advised of the fee once all equipment has been decided upon. This fee may be subject to change should the customer then change the amount of equipment hired or amount to be setup. Unless a handling and maintenance fee has been charged and agreed upon by Events Party Hire the hire company is not responsible for the setup of equipment.

The customer is responsible for having someone available to take delivery of the equipment at the nominated date. If the customer fails to be there at that time, an additional delivery fee will be charged to re-deliver the equipment at another time.

The customer understands that the handling and maintenance fees are based on a weekday delivery and pick-up. If weekend or same day delivery and pick-up are required further charges will apply. Delivery is normally Thursday/Friday, Pick-up is Monday/Tuesday.

Prices quoted are for delivery on ground level only. Extra charges on top of the usual delivery charge apply where the delivery of the equipment is more than ten (10) metres away from where our vehicles can park. Extra charges also apply for stairs, steep descents and going up levels in buildings. The customer is responsible for telling Events Party Hire via email if the delivery has any of these conditions. Failure to do so may result in extra charges, and in extreme cases refusal to deliver. Extra charges may be taken out of the bond, the customer's credit card or may be payable at the time of delivery in cash.

CUSTOMER PICK-UP

Customer pick-ups are available during the office hours of 9.00am until 4.00pm Monday to Friday. All customer returns need to be returned by 4.00pm on the due date.

Items must be returned to the Event's Party Hire premises at 12 Centenary Drive, Goonellabah by the due date or additional hire fees will be charged.

Customers are to ensure ropes, protective blankets and or tarps are brought with them to ensure the safe collection of hire items.

DISCLAIMER

Events Party Hire shall in no way be held responsible or accountable for any injury, death or loss of income caused to the customer, any third parties or properties due to the hire of equipment or provided services by Events Party Hire.

No warranty is given by Events Party Hire, nor is Events Party Hire liable for any damage or harm whatsoever in respect to the equipment except through the wrongdoing of Events Party Hire.

Marquees – this equipment is hired, and the right of use is granted to the customer, the equipment remains at all times under the control of the owner (Events Part Hire), and the charge is made for the service of supplying the equipment, transporting to and from site and erecting, installing and dismantling the equipment. The customer is responsible for all loss and damage to the equipment.

The customer is required to grant access to Events Party Hire and to their equipment when called upon to do so for repair and or examination, or in case of customer default, removal of goods and or equipment may apply.

AMMENDMENTS

Events Party Hire reserves the right at any time, to modify these terms and conditions to suit the changing business needs. As soon as the changes are posted and visible on the Events Party Hire website the amended terms and conditions are affective.

It is the responsibility of the customer to regularly review the terms and conditions outlined on the Event's Party Hire website.