



Wedding & Event Hire Byron Bay & Northern Rivers Terms and Conditions



DEFINITIONS

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 “Wedding & Event Hire”.

“Equipment” means all items hired, supplied, collected by the Customer or delivered by Wedding & Event Hire to the Customer, whether those items have been paid for.

“Booking” means the equipment, transport, services and other requirements accepted by the Customer and recorded on the applicable Quote and/or Rental Agreement.

“Rental Agreement” means the booking document issued by Wedding & Event Hire setting out the equipment, services, charges and other requirements applicable to the Customer’s booking.

QUOTATION

All quotations are valid for a period of up to fourteen (14) days from the date of issue, unless otherwise stated.

Acceptance of a quotation must be provided in writing. Upon receipt of the Customer’s acceptance, the Customer will be deemed to have agreed to and accepted these Terms and Conditions.

Where hire commences without written acceptance having been received, commencement of the hire will be deemed acceptance of these Terms and Conditions.

Where a quotation expires before the Customer accepts it, Wedding & Event Hire reserves the right to revise the quotation, including equipment availability, pricing, transport, fees and other applicable charges, before the booking can proceed.

HOLDING DEPOSIT

A non-refundable Holding Deposit of fifteen percent (15%) of the booking value is required to secure a booking.

The Holding Deposit reflects the initial administration and processing associated with establishing and managing the booking, together with the reservation and allocation of equipment and operational capacity for the Customer’s event date.

A booking is not considered secured, and equipment is not guaranteed to be reserved, until the required Holding Deposit has been received, unless otherwise agreed by Wedding & Event Hire in writing.

The Holding Deposit forms part of the total amount payable for the booking and will be credited toward the Customer’s final account.

Where the Customer cancels the booking, the Holding Deposit will be applied toward the applicable cancellation fee in accordance with the Cancellation Policy contained in these Terms and Conditions.

SECURITY BOND

Wedding & Event Hire reserves the right to request a Security Bond based on the individual requirements of a booking.

The Security Bond is held as security against damage, loss, missing items and excessive cleaning of hired equipment.

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All hire items must be returned in the same clean and serviceable condition as provided. Where items are returned damaged, missing or excessively dirty, including furniture, structures and larger equipment affected by mud, food or other substances, the applicable repair, replacement and/or cleaning costs may be deducted from the Security Bond.

If these costs exceed the Security Bond amount held, the Customer will be responsible for the remaining balance owing.

The Security Bond is separate from any applicable Damage Waiver Fee and may be used to recover costs not covered by the Damage Waiver Fee.

Security Bond refunds may take up to one (1) month to process following the event, once all hired equipment has been returned, checked and any applicable charges have been assessed.

DAMAGE WAIVER FEE

Where applicable, Wedding & Event Hire reserves the right to apply and charge a non-refundable Damage Waiver Fee to a booking.

The Damage Waiver Fee provides limited cover for accidental damage or breakage to eligible smaller hire items such as tableware, glassware and small décor items during the hire period.

The Damage Waiver Fee is determined based on the total value of applicable hire equipment and, where charged, will be included on the Rental Agreement.

The Damage Waiver Fee does NOT cover:

- damage to marquee structures, flooring, lighting, furniture or large catering equipment;
- missing, lost, stolen or unreturned hire items;
- damage or breakage caused by using an item other than for the purpose for which it was designed or intended;
- damage or breakage caused by fire, storm, severe weather or other external events;
- damage caused by neglect, misuse, vandalism or intentional acts;
- cleaning charges; or
- damage to hire equipment while in transit where it is being transported by the Customer or by an employee, contractor or agent of the Customer.

Where damage is not covered by the Damage Waiver Fee, or where applicable repair or replacement costs exceed the amount covered, Wedding & Event Hire reserves the right to charge the Customer for the applicable repair or replacement costs.

Any amount owing must be paid within seven (7) days of being invoiced.

FEES & CHARGES

In addition to equipment hire, transport and other service charges, additional fees and charges may apply to a booking where applicable.

Any applicable fees or charges known at the time of quotation will be identified on the Customer's Quote and/or Rental Agreement.

Where additional requirements, changes or services are requested or identified after the booking has been secured, applicable additional fees or charges will be advised and added to the booking as required.

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Booking & Administration Fee

A Booking & Administration Fee of two percent (2%) applies to the applicable booking value.

The Booking & Administration Fee contributes toward the administration, processing and management of the booking.

The Booking & Administration Fee applies irrespective of the Customer's chosen payment method.

The Booking & Administration Fee is calculated on applicable equipment hire, transport, sub-hire and standard service charges.

The Booking & Administration Fee is not calculated on the Damage Waiver Fee or other percentage-based fees or charges applied to the booking.

The applicable Booking & Administration Fee will be identified on the Customer's Quote and/or Rental Agreement.

Other Fees & Charges

Depending on the nature and requirements of a booking, additional fees or charges may apply for services or requirements including, but not limited to:

- additional project support;
- sourcing, procurement or supplier coordination;
- external or sub-hire coordination;
- special handling requirements;
- additional labour;
- additional or return transport;
- restricted-time scheduling;
- weekend, public holiday or after-hours services;
- additional access requirements; or
- other requirements outside Wedding & Event Hire's standard hire and transport services.

Where known at the time of quotation, applicable fees and charges will be identified on the Customer's Quote and/or Rental Agreement.

Where additional fees or charges arise because of subsequent changes to the Customer's requirements, these will be advised and added to the booking as applicable.

ORDER VARIATIONS AND PAYMENT

The Customer may request changes to order quantities by advising Wedding & Event Hire in writing.

Final changes must be advised in writing no later than fourteen (14) days prior to the event.

Changes requested after this time are subject to availability and may incur additional charges.

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Where the Customer requests additional equipment or services after a booking has been secured, the additional equipment or services will be subject to availability and may be charged at the pricing and applicable fees current at the time the addition or variation is accepted.

Once a booking has been secured, any hire items or equipment subsequently removed from the booking because the Customer has chosen to source or obtain those items from another supplier, venue, contractor or service provider will remain payable at the full agreed hire price.

Due to the significant stock allocation, labour and scheduling commitments associated with marquee bookings, where a marquee structure is removed from a secured booking more than seven (7) days prior to the event date, a cancellation fee equal to fifty percent (50%) of the value of the cancelled marquee component will apply.

Where a marquee structure is removed within seven (7) days of the event date, a cancellation fee equal to one hundred percent (100%) of the value of the cancelled marquee component will apply.

These marquee cancellation terms apply whether the marquee component alone is removed from an otherwise continuing booking or the entire booking is cancelled.

Where the entire booking is cancelled, all remaining components of the booking will be subject to the Cancellation Policy below.

The balance of the Customer's account is due no later than seven (7) days prior to the event.

An invoice will be issued prior to this date to allow final payment.

Wedding & Event Hire does not recommend full payment more than seven (7) days prior to the event.

Wedding & Event Hire reserves the right to charge reasonable administration and recovery costs associated with overdue accounts.

CANCELLATION POLICY

The Customer may cancel a booking at any time by providing written notice to Wedding & Event Hire.

A cancellation is not considered confirmed until it has been acknowledged in writing by Wedding & Event Hire.

As administration, equipment, labour, scheduling, operational capacity and stock allocations are committed or reserved specifically for each booking, cancellation fees apply as follows:

- Cancellations more than thirty (30) days prior to the event date: a cancellation fee equal to fifteen percent (15%) of the total booking value at the time of cancellation will be payable.
- Cancellations between seven (7) and thirty (30) days prior to the event date: a cancellation fee equal to fifty percent (50%) of the total booking value at the time of cancellation will be payable.
- Cancellations within seven (7) days of the event date: a cancellation fee equal to one hundred percent (100%) of the total booking value at the time of cancellation will be payable.

Any Holding Deposit already paid will be applied toward the applicable cancellation fee.

Where the applicable cancellation fee exceeds the amount already paid, the remaining balance will be payable by the Customer.

For the purpose of calculating cancellation fees, the total booking value is the value of the Customer's confirmed booking at the time written notice of cancellation is received by Wedding & Event Hire, including any additions or variations made after the initial Holding Deposit was paid.

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Where a booking includes a marquee structure, the marquee component will be subject to the specific marquee cancellation terms outlined under Order Variations and Payment above. The applicable cancellation percentage under this Cancellation Policy will apply to the remaining components of the booking.

Where equipment or services have been specifically ordered, prepared, purchased, sub-hired, custom manufactured or otherwise specifically sourced or allocated for a booking, Wedding & Event Hire reserves the right to recover associated costs already incurred or committed.

Cancellations due to adverse weather remain subject to the cancellation terms above. Wedding & Event Hire is not responsible for weather conditions that may impact the Customer's event or the Customer's ability to use the hire equipment.

Where credit card details have been provided, the Customer authorises Wedding & Event Hire to process applicable cancellation fees, outstanding balances or recovery costs in accordance with these Terms and Conditions, subject to applicable payment processing requirements.

GOVERNMENT RESTRICTIONS & RESCHEDULING

Wedding & Event Hire may, at its discretion, allow a booking impacted by Government restrictions or emergency events to be transferred to a new date, subject to availability and any additional costs associated with the rescheduled booking.

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 natural disasters, floods, cyclones, fires, severe storms, pandemics, Government restrictions, civil unrest, labour shortages or industrial disputes, supplier failures and transport disruptions.

Neither Wedding & Event Hire nor the Customer will be considered in breach of this agreement, or liable to the other party for delay or failure to perform an obligation under this agreement, where that delay or failure is caused by a Force Majeure event.

Wedding & Event Hire may provide written notice to the Customer advising of the Force Majeure event and its anticipated impact on the booking.

To the extent permitted by law, Wedding & Event Hire shall not be liable for indirect or consequential losses or expenses suffered by the Customer as a result of a Force Majeure event, including loss of turnover, profits, business or goodwill, or liability incurred by the Customer to another party.

DAMAGE, LOST, STOLEN OR UNCLEAN EQUIPMENT

Upon delivery or collection of the equipment, and until the equipment is returned to Wedding & Event Hire or collected by Wedding & Event Hire, the Customer is responsible for the hired equipment.

The Customer is responsible for loss, theft, damage or excessive cleaning of hire equipment during the hire period, except to the extent covered by an applicable Damage Waiver Fee.

Applicable repair, replacement or cleaning costs may be deducted from any Security Bond held or invoiced to the Customer.

All goods must be returned in a clean and dry condition.

Equipment returned requiring excessive cleaning may incur cleaning charges. These costs may be deducted from the Security Bond, where applicable, or invoiced to the Customer.

It is the Customer's responsibility to ensure these requirements are met prior to collection or return of the hire equipment.

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Where a caterer or other service provider is engaged to use the equipment during an event, sufficient time must be allowed within their pack-down schedule to properly clean, dry and repack all equipment before collection.

The engagement of a caterer or third-party service provider does not transfer responsibility from the Customer. The Customer remains liable for any applicable cleaning, damage, loss or replacement charges.

The Customer must protect the equipment from the elements during the hire period.

In poor weather conditions, suitable storage of equipment may be necessary and is the responsibility of the Customer.

Any equipment damaged as a result of exposure to weather while under the Customer's responsibility may be charged for at the applicable repair or replacement cost.

Wedding & Event Hire equipment will be supplied in a clean and serviceable condition.

The Customer must notify Wedding & Event Hire of any existing damage, missing items or unsatisfactory condition within three (3) hours of receiving the equipment.

Where Wedding & Event Hire is not notified within this period, the equipment will be deemed to have been received by the Customer in a clean and satisfactory condition.

No crepe paper or confetti of any kind is to be used within or in close proximity to marquee structures.

Open flames and ignition sources are strictly prohibited beneath or in close proximity to marquee structures, including fireworks, sparklers, campfires, coal or wood-fuelled BBQs, fire pits and braziers.

The Customer agrees to return all equipment by the agreed due date. Additional hire fees may apply where equipment is not returned by the agreed date.

All hire equipment must remain at the location advised on the booking unless prior written consent is provided by Wedding & Event Hire.

DELIVERY, COLLECTION AND SETUP

1. STANDARD EQUIPMENT DELIVERIES & COLLECTIONS

Furniture, catering equipment, tableware, lighting, décor and general hire items

Delivery and collection fees are based on:

- delivery location;
- quantity of equipment hired;
- access conditions; and
- labour and handling requirements.

Wedding & Event Hire coordinates deliveries and collections across multiple bookings each week.

Standard delivery and collection is provided as an Unscheduled weekday transport service.

Delivery and collection will occur between 8:00am and 4:00pm on the confirmed service date.

While the delivery or collection date is scheduled, an exact arrival time within this period is not provided or guaranteed.

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Deliveries are generally scheduled Wednesday to Friday, with collections generally scheduled Monday to Tuesday.

Confirmed delivery and collection dates will generally be advised around one (1) week prior to the event.

Customers must ensure suitable access is available throughout the applicable delivery or collection period.

Where no person will be available onsite, unattended delivery or collection arrangements must be agreed with Wedding & Event Hire in advance.

Restricted-Time Scheduling

Where a venue or site has a mandatory access restriction requiring delivery or collection to be completed before an agreed time, the Customer must advise Wedding & Event Hire as early as possible and prior to final scheduling.

Restricted-Time Scheduling is subject to operational availability and must be agreed to by Wedding & Event Hire in advance.

Additional charges may apply.

Restricted-Time Scheduling does not provide or guarantee an exact arrival time.

For example, where collection is agreed to be completed before 10:00am, Wedding & Event Hire may attend at any time prior to the agreed deadline.

Additional Transport Requirements

Additional charges may apply where a booking requires:

- same-day delivery and collection;
- weekend delivery or collection;
- public holiday delivery or collection;
- delivery or collection outside standard operating hours;
- Restricted-Time Scheduling;
- additional or return transport runs; or
- additional handling or access requirements.

All non-standard transport arrangements are subject to availability and must be agreed with Wedding & Event Hire in advance.

ACCESS REQUIREMENTS

The Customer must ensure:

- safe and suitable site access;
- someone is available to accept delivery where required; and
- all equipment is located at one agreed collection point unless otherwise arranged.

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Additional charges may apply where:

- access is restricted;
- stairs or long carrying distances are involved;
- items are required to be moved between multiple locations; or
- re-delivery or return visits are required.

Ground-floor access only is included in standard delivery pricing unless otherwise quoted.

COLLECTION REQUIREMENTS

All hire equipment must be packed, stacked, cleaned where applicable and ready for collection from the agreed collection point by 8:00am on the confirmed collection date, unless otherwise agreed.

The requirement for equipment to be ready for collection from 8:00am does not indicate or guarantee that Wedding & Event Hire will attend at 8:00am.

Under our Standard Unscheduled service, collection may occur at any time between 8:00am and 4:00pm on the confirmed collection date.

During peak periods or where operational requirements necessitate, collections may occur up to seven (7) days following the event.

Where a later collection is scheduled by Wedding & Event Hire for operational reasons, no additional hire fee will apply solely because of Wedding & Event Hire collecting the equipment later than the confirmed event hire period, provided the equipment remains securely stored, protected and available for collection as required.

2. STRUCTURE INSTALLATIONS

Marquees, flooring, staging and installed infrastructure

Structure installations are quoted based on:

- site access;
- installation time;
- labour requirements;
- ground conditions;
- equipment required; and
- installation and removal scheduling.

Site Access & Preparation

The Customer is responsible for ensuring:

- the installation area is clear prior to crew arrival;
- suitable vehicle access is available;

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- all required permissions and approvals have been obtained; and
- accurate site and access information is provided before installation.

Wedding & Event Hire reserves the right to refuse, suspend or delay installation where site conditions are unsafe, inaccessible or materially different from the information provided at the time of booking.

Additional labour, delays, waiting time, return visits or equipment required due to restricted access, inaccurate information, site conditions or delays caused by the Customer, venue, other contractors or third parties may incur additional charges.

UNDERGROUND SERVICES

The Customer or nominated site representative is responsible for obtaining and providing all relevant information regarding underground services within the installation area and ensuring all underground services are accurately identified and clearly marked prior to installation.

Underground services may include:

- irrigation;
- electrical;
- plumbing;
- septic;
- water;
- gas; and
- data services.

Where required, it is the responsibility of the Customer, site representative, property owner or relevant authority to undertake any necessary enquiries regarding underground services prior to installation.

Wedding & Event Hire accepts no responsibility for damage to underground services or infrastructure that have not been accurately identified and clearly marked by the Customer or site representative prior to installation.

WEATHER & SAFETY

Wedding & Event Hire reserves the right to lower, evacuate, dismantle, remove, delay installation of, or refuse use of structures and equipment where weather or site conditions are considered unsafe, including high winds, severe storms or flooding.

Customers, guests, contractors and other persons onsite must follow all reasonable safety directions provided by Wedding & Event Hire staff in relation to Wedding & Event Hire equipment and structures.

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CUSTOMER PICK-UP & RETURN

Customer pick-ups and returns are available between 9:00am and 4:00pm, Monday to Friday, unless otherwise agreed.

All Customer returns must be returned to Wedding & Event Hire's premises at 12 Centenary Drive, Goonellabah by 4:00pm on the agreed return date, or additional hire fees may apply.

Customers collecting equipment are responsible for providing suitable transport and must bring appropriate ropes, tie-downs, protective blankets, tarps or other equipment required to safely transport the hire items.

Wedding & Event Hire cannot guarantee staff assistance with loading or unloading Customer-collected equipment.

The Customer is responsible for ensuring all equipment is appropriately secured and protected during transport.

CUSTOMER RESPONSIBILITIES

The Customer agrees to:

- use hire equipment safely and only for its intended purpose;
- protect equipment from weather, loss and damage;
- ensure safe and suitable access for delivery, installation and collection;
- return all items in the condition supplied, allowing for reasonable wear and tear;
- ensure equipment is clean, dry, packed and ready for collection where applicable;
- notify Wedding & Event Hire immediately of any loss, theft or damage; and
- comply with reasonable safety and operational instructions provided by Wedding & Event Hire.

DISCLAIMER

To the extent permitted by law, Wedding & Event Hire shall not be liable for indirect, consequential or incidental loss, damage or injury arising from the use of hire equipment.

Nothing in these Terms and Conditions is intended to exclude, restrict or modify any rights or remedies available to the Customer that cannot lawfully be excluded, restricted or modified.

To the extent permitted by law, no warranty is given by Wedding & Event Hire, nor shall Wedding & Event Hire be liable for damage or harm in respect of the equipment except where caused by the negligence, unlawful act or wrongdoing of Wedding & Event Hire.

MARQUEE AND INSTALLED STRUCTURE EQUIPMENT

Marquees and other installed structure equipment are hired to the Customer for use during the agreed hire period but always remain the property of and under the control of Wedding & Event Hire.

Charges associated with marquee and installed structure hire may include the supply of equipment, transport to and from site, erection, installation and dismantling.

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The Customer is responsible for loss of or damage to the equipment while it is under the Customer's responsibility, subject to these Terms and Conditions.

The Customer must provide Wedding & Event Hire with reasonable access to its equipment when required for inspection, repair, maintenance, safety purposes or, in the event of Customer default, removal of the equipment.

PHOTOGRAPHY

Wedding & Event Hire may photograph installed equipment and event setups for marketing and promotional purposes unless otherwise advised in writing by the Customer.

Wedding & Event Hire will use reasonable care when selecting photographs for promotional use and will not intentionally publish images primarily identifying individual guests without appropriate permission.

AMENDMENTS

Wedding & Event Hire may update these Terms and Conditions from time to time to reflect changes in its services, operations, pricing structure, legal requirements or business requirements.

The Terms and Conditions applicable to a booking will be those provided to or accepted by the Customer in connection with that booking, unless an amendment is subsequently agreed between Wedding & Event Hire and the Customer.

Where Wedding & Event Hire proposes an amendment to the Terms and Conditions applicable to an existing booking, the Customer may be provided with updated Terms and Conditions and/or an updated Rental Agreement setting out the proposed amendment.

The current version of Wedding & Event Hire's Terms and Conditions may be made available on the Wedding & Event Hire website.