



Terms & Conditions of Hire

These terms and conditions apply to the hire of items hired out by the owner of “The Garden Party Company” to the Hirer. “Hirer” refers to any person, company, corporation, government agency, or its representative who shall hire equipment or engage the services of the owner. “Owner” refers to The Garden Party Company. “Terms” refers to the terms and conditions contained within this document. Payment of a deposit or of an order in full constitutes the Hirer’s understanding and acceptance of these Terms and Conditions.

1. Ownership

The equipment supplied for hire remains at all times the property of the owner.

2. Inspection

As part of the owner’s stringent quality assurance process, all equipment is checked, counted and cleaned prior to dispatch. It is the Hirer’s responsibility to check all of the ordered equipment on delivery or collection and the Hirer must notify the owner of any breakages or missing items as soon as possible after receiving the equipment for hire. The Hirer acknowledges that it is aware of the proper use for which the equipment hired is designed and it has inspected the equipment and expressly agrees that the equipment is:

- 2.1** in clean condition;
- 2.2** in satisfactory working order;
- 2.3** is fit for the purpose; and
- 2.4** is of the quality and specification ordered by the Hirer

3. Charges and Terms of Payment

The Hirer agrees to pay the owner’s hire charge and any other charges, including charges for loss, damage and repairs or any tax GST, duty, levy or other expenses paid or payable by the owner at the rate and in the manner specified from the commencement date and time of the hire until the equipment is returned by the Hirer to the premises of the owner (either by the owner or the Hirer).

A 20% deposit is required on receipt of the invoice in order to confirm the booking and is non refundable in the event the booking is cancelled by the Hirer.

If not otherwise specified by the owner in writing, all hiring charges are to be paid in full no later than 5 days prior to the delivery or collection of the equipment.

3.1 Damaged equipment costs

The Hirer authorises the owner to deduct from the allocated bond or the Hirer's credit card any charges for loss, damage, repairs or other expenses. These are to be paid in full within seven days of the relevant invoice. The owner reserves the right to amend or revise its rate or prices without notice.

3.2 Default

The Hirer agrees to pay any charges or reasonable expenses incurred by owner to recover equipment or monies owed and acknowledge that outstanding monies will attract an administration charge at the rate of 2% per month. Extra trips to deliver or pick up will be charged for accordingly

4. Cancellations

All confirmed orders must be cancelled in writing.

Refunds will apply as follows:

For cancellations made more than 5 days prior to the scheduled delivery or collection date, any payments already made over & above the 20% deposit will be refunded in full.

For cancellations made 2-4 days prior to the scheduled delivery or collection date, the refund will be limited to 50% of the total invoice, assuming payment has already been made in full.

For cancellations made less than 2 days prior to the scheduled delivery or collection date, no refund will apply.

5. The Hirer's Obligations

The Hirer must:

- (a) accept full responsibility for the equipment hired from the time of its delivery or collection until the collection or by the return to the owner;
- (b) assume the risk of and indemnify and hold the owner harmless from and against any and all property damage and personal injury resulting from:
 - (i) the use of the equipment;
 - (ii) contact with underground cables, pipes, services or other obstruction;
 - (iii) all necessary service repairs;

- (c) use the equipment in a proper, safe and prudent manner and only for the purpose and capacity for which it was designed;
- (d) ensure all equipment is returned or ready for collection by the owner's driver, in a clean, dry and properly packed condition and if being collected, is readily acceptable. The Hirer must pay all cleaning and drying costs and for any damage resulting from not properly drying, cleaning or packing the equipment. In the event of wet weather please ensure that all hire equipment is stored and set-up in a dry area where possible.

6. Property

The Hirer acknowledges that the owner may inspect the equipment at any time during the hire period, whether notice of such inspection is given to the Hirer or not, and the Hirer shall provide all assistance and co-operation necessary to facilitate such inspection of the equipment. The Hirer shall indemnify the owner in relation to any action of trespass or any action or claim against the owner in the course of the owner exercising its right to inspect the equipment.

7. Loss of or Damage to Equipment

If on the return of the equipment to the owner the equipment is found by the owner to be in an unclean condition or not in a substantial working order, the Hirer shall pay to the owner the cost and expenses of restoring the equipment to a clean condition and good working order.

Hire items that are returned with burns, rips, holes, chips, heavy scratches, water damage, stains, candle wax, mould, rust, or graffiti that renders the item unable to be hired will be charged at full replacement cost.

The Hirer accepts full responsibility to compensate the owner for the value of the equipment or parts thereof which may be lost or stolen from the time of commencement of the hire or delivery, whichever is earlier, until the equipment is returned to the owner's premises or collected by the owner. This right shall not be prejudiced by or prejudice any other right under these terms. The owner's staff is not to be held liable for any breakages or missing items unless expressly evidenced, and agreed, between the owner and the Hirer.

8. Release and Indemnity

The Hirer hereby releases the owner from, and agrees to indemnify the owner in respect of any third party claims, actions, suits, demands, costs and expenses for damage or injury to person, death, loss of income or damage caused to the Hirer or its property arising directly or indirectly out of the hire or use of the equipment by the Hirer of these terms.

9. Insurance

The Hirer must maintain at its own expense all appropriate policies of insurance:

- (a) for theft and damage to the equipment hired in an amount not less than the full replacement cost of the equipment as specified by the owner;
- (b) for liability, property and casualty insurance cover in amounts necessary to fully protect the owner and its equipment against all claims, loss or damage whatsoever.

10. Delivery, Return, Set-up and Removal of Equipment

The owner is responsible to oversee the collection and return of the hire items from the owner's premises unless prior delivery arrangements have been made in writing between the owner and the Hirer.

The owner is not responsible for the set-up or removal of the equipment, unless otherwise expressly stated, and agreed in writing between the owner and the Hirer.

If equipment is not able to be collected or is not returned within 3 days of the agreed collection date, it will be deemed stolen.

11. Force Majeure

If the owner is unable at any time to perform any of its obligations whether wholly or in part by reason of any cause beyond its control (including without limitation, acts of God, inclement weather, strikes, lockouts, fires, riots, civil commotion, or act of war) the owner may give written notice to that effect to the Hirer, giving full particulars of such force majeure in which case the obligations of the owner under these terms shall, to the extent that they are affected by the force majeure, be suspended during the duration of the force majeure. The owner shall not be liable for any loss or damage suffered by the Hirer as a result of any delays caused by such events.

12. Acceptance of Terms and Conditions

The Hirer hereby unconditionally accepts these terms and conditions and acknowledges that its acceptance is a condition precedent to taking possession of the equipment from the owner.