

# TERMS & CONDITIONS



## **1. DEPOSIT**

A non-refundable 25% deposit is required at the time of the booking. Final payment of the remaining 75% of the total booking cost shall be paid 30 days prior to the event date. All payments must be made by the direct deposit into the hire company's bank account and by the due date specified. Please note that should the final payment not be made 30 days prior to the event date the hire company reserves the right to no longer supply any equipment for the event. No deposit will be returned should this occur.

## **2. CANCELLATION POLICY**

The Vendor, Supplier and or Client may cancel an order at any time, please see below the Cancellation policy details. No cancellation by the Vendor, Supplier and or Client is valid unless it has been acknowledged in writing by the hire company.

Booking deposits paid of 25% of the total invoice amount are non-refundable or non-transferable.

Bookings cancellations made more than 30 days of the event date will receive a refund less the 25% non-refundable deposit paid.

Booking cancellations made less than 30 days of the event date, will receive a refund less the 25% non-refundable deposit plus an \$80+gst administration fee.

Cancellations of bookings/events due to weather shall still be subject to the cancellation policy above. The hire company is in no way responsible for intemperate weather that may cause the Vendor and or Supplier to cancel their booking.

## **3. SECURITY BOND**

The hire company 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 will then be deducted from the bond amount.

## **4. DAMAGE, LOST, STOLEN OR UNCLEAR EQUIPMENT**

Upon pickup (delivery if required) of the equipment and until the return of the equipment to the hire company's premises the Vendor, Supplier and or Client has full responsibility of all equipment hired. The Vendor, Supplier and or Client will pay full replacement cost of any equipment badly damaged, lost or stolen. The Vendor, Supplier and or Client will pay any repairing costs to damaged equipment. Any damaged equipment will be decided by the hire company 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 client.

Any equipment returned unclean by the Vendor, Supplier and or Client (unless advised otherwise) to the hire company, the Vendor and or Supplier shall pay the hire company the full cost of returning the equipment to a clean condition.

The Vendor, Supplier and or Client 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 client to see that the equipment is stored safely. Any equipment damaged from weather is the full responsibility of the Vendor, Supplier and or Client and shall be paid at full replacement cost to the hire company.

The hire company's equipment shall be picked up (delivered if required) to the Vendor, Supplier and or Client in a clean and well-maintained condition. It is the Vendor, Supplier and or Client responsibility to notify the hire company should the equipment not be in a satisfactory condition within 6 hours of receiving the equipment. Otherwise any damage or uncleanliness of equipment shall be deemed Vendor, Supplier and or Client's accountability.

## **5. MISUSE OF EQUIPMENT**

The Hire Company shall not be liable for any loss or damages arising out of the overloading, exceeding rated capacity, misuse, or abuse of the Equipment by the Vendor, Supplier and or Client and the Vendor, Supplier and or Client agrees to keep the hire company indemnified in respect thereof.

## **6. INSURANCE**

The Vendor, Supplier and or Client shall ensure that all the Equipment is adequately insured under the Vendor, Supplier and or Client's All Risks Insurance Policy which shall be available for the Hire Company's inspection on request. The Company will not insure any Equipment. Any insurance policies undertaken are the sole responsibility of the Vendor, Supplier and or Client. The Vendor, Supplier and or Client bears all risk in relation to the Equipment and its use until the Equipment is safely returned to the hire Company in good condition. The hire company Public/ Products Liability Certificate of Currency is available from the website.