



## TERMS & CONDITIONS OF HIRE

1. **Definitions.** In these terms the following terms have the following meanings:

"Contract" means the contract to hire the Equipment, constituted by the Order, these Terms, any Special Terms and such other documents or written communications which evidence the agreement between the Owner and the Hirer;

"Equipment" means all property including but not limited to all props, designs drawings, packaging & road cases, photographs & pictures and intellectual property which the Owner agrees to hire to the Hirer;

"Hirer" Including their officers, agents, servants, employees and contractors means the person hiring the Equipment from the Owner;

"Owner" means the company which supplies the Equipment to the Hirer, being PJ Event Decorators Pty Ltd ABN 45 104 627 214

"Hire Period" means the period for which the Equipment is hired, as shown on the Order or subsequently agreed between the Owner and Hirer;

"Order" means the form used by the Owner for the placement of orders to hire Equipment;

"Special Terms" means any terms (other than these Terms) which are specified in the Order, or subsequently agreed in writing between the Owner and Hirer; and "Terms" means these terms.

"Damage Waiver" means a non-refundable amount paid by the Hirer to cover reasonable wear and tear of Equipment.
2. **Application of Terms.** These terms apply to all Equipment hired by the Hirer from the Owner. If the Special Terms are inconsistent with these Terms, the Special Terms prevail to the extent of any inconsistency.
3. **Ordering and Acceptance.** The Hirer may offer to hire the Equipment by delivering an Order to the Owner. The Owner accepts the Order when the Hirer delivers signed confirmation to the Owner
  - a. All confirmations are subject to availability at the time confirmation is received by the Owner.
  - b. Late confirmations will incur additional charges, accordingly to the following schedule:
    - Seven (7) days out from the event 10% surcharge of total order.
    - Three (3) days out from the event 15% surcharge of total order.
4. **Production costs.** If Equipment is required to be specially produced for the event the Owner reserves the right to collect partial or full payment of the Equipment being produced prior to commencement of production.
5. **Payment.**
  - a. **Non Account Hire.** The Hirer must pay 25% deposit within seven (7) days of order confirmation to authorise the Owner to proceed with the official order. Full payment of the order is due fourteen (14) days prior to the event.
  - b. Non Account Hirers agree to provide the Owner with their credit card number, expiry date and any other information that may be necessary to debit the Hirer's credit card for possible missing and damages post event. The Hirer hereby authorises the Owner to debit the Hirer's credit card with the amount shown on all outstanding invoices if the Hirer has not paid that amount within seven days post event, including any loss or damage occasioned by the neglect of the Hirer.
  - c. **Account Hire.** Payment terms are Strictly 7 days net. *Payment must be received within seven (7) days of the Hirer taking delivery.* The owner reserves the right to charge Interest thereafter on the account outstanding at the rate of eleven (11) per cent per annum calculated on a daily basis and such interest shall be payable on demand. The Owner reserves the right to vary this rate (from time to time) without notice.
  - d. **Event Expos.** Payment terms are Strictly 50% deposit on receipt of confirmation of the authorised order and balance due fourteen (14) days prior to the event.
6. **Credit Card Payments.** All credit cards payments are subject to a 2% + GST merchant fee, except AMEX – 3% + GST
7. **Cancellations** are subject to the following schedule:
  - a. 100% of the Order for cancellations within thirty (30) days of delivery or pick up.
  - b. 50% of the Order for cancellations thirty one (31) days to sixty (60) days prior to delivery or pick up.
  - c. 25% of the Order for cancellations sixty one (61) days or more prior to delivery or pick up.
8. **Variations & Amendments.** The Owner provides an obligation free quote. The first variation to the confirmed order is free of charge. The Owner reserves the right to charge the Hirer an administration fee of \$150.00 (exclusive of GST) for each and every amendment to the order thereafter unless the following applies:

**General Hire**

  - a. Seven (7) days out from the event 10% surcharge of total order.
  - b. Three (3) days out from the event 15% surcharge of total order.

**Signage**

  - a. Five (5) days out from the event 25% surcharge will be applied to the signage component of the order.
  - b. Three (3) days out from the event 50% surcharge will be applied to the signage component order.

**Custom Built**

  - a. Fourteen (14) days out from the event 25% surcharge will be applied to the custom built component of the order.
  - b. Seven (7) days out from the event 50% surcharge will be applied to the custom built component of the order.

**Textiles**

  - a. Fourteen (14) days out from the event 25% surcharge will be applied to the textiles component of the order.
  - b. Seven (7) days out from the event 50% surcharge will be applied to the textiles component order.
9. **Late Returns.** The Hirer must pay the Owner for all items returned after the return date as outlined on the Order /invoice the full cost equal to one day's hire charge for each and every day late until delivered to the Owner.
10. **The Hirer agrees:**
  - a. Through the period of hire to maintain the Equipment (including packaging and road cases) and to return Equipment in the same condition as it was when the Hirer first took possession.
  - b. To be responsible for all damage to equipment caused by the weather including but not limited to rain, hail, and wind.
  - c. Promptly to pay all charges in accordance with the terms set out herein irrespective that no demand shall have been made by the Owner.
  - d. To return all Equipment promptly to the Owner at the end of the hire period, without any requirements by the Owner to make demand in relation thereto.
  - e. To permit (and obtain permission) for the Owner and any of its officers, servants and agents to enter the premises where the Equipment may be located and (without prejudice to any other claims or rights as the Owner may have to damages or otherwise) to inspect the Owner's Equipment or to permit the repossession by the Owner of the Equipment if the Owner determines that any breach of the terms or conditions of the hire has been committed.
  - f. All expenses, costs or disbursements incurred by the Owner in recovering any outstanding monies, including debt collection fees and Solicitor costs, shall be paid by the Hirer.
  - g. Where the Owner agrees by special arrangement to deliver Equipment to a person, (whether or not an officer, servant or agent of the Hirer and whosoever identified), nominated by the Hirer, that person shall be deemed to be the authorised agent of the Hirer for all purposes of the contract and be bound by these terms and conditions without releasing the Hirer named herein from being personally and severally liable hereunder.
  - h. To be responsible for all loss or damage whatsoever or howsoever caused to any person or property in relation to the Equipment or the use thereof and without limiting that responsibility, the Hirer shall be liable to effect public risk insurance in relation to the Equipment for the duration of the period of hire.
  - i. To not assign either the Equipment in this contract or any obligation as to payment hereunder to any person without prior written consent of the Owner, which consent may be withheld absolutely and in any event any consent shall not release the Hirer named herein from liability.
11. **Indemnity.** The Hirer indemnifies the Owner, its officers, employees and agents against all Claims the Owner incurs as a result of: the Hirer's negligence; the Hirer's breach of the Contract; the Hirer's breach of any warranty contained in these Terms; the Hirer's breach of any law; preparation of the Site for delivery or installation of the Equipment; the Owner's entry upon the Site; the delivery, installation, inspection, use, dismantling and collection of the Equipment.
12. **Owner Not Liable.** The Owner is not liable to the Hirer for, and is released from liability in respect of: failure to deliver or delay in delivery for any reason including, without limitation: Act of God, lightning, fire, flood, explosion; Strike, lock-out or other labour difficulty; failure to have the Equipment ready for collection when the Hire Period commences; failure to deliver the Equipment

in accordance with the delivery instructions; loss, damage or injury to any person, property, animal or thing resulting from the delivery, installation, inspection, use, dismantling and collection of the Equipment; the break down or failure of the Equipment; failure to provide Equipment of the type and in the quantity specified in the Order; and defects in the installation of the Equipment at the Site.

13. **Damage Waiver – Compulsory.** Damage Waiver is not insurance or a substitute for insurance. It is non-refundable fee of 5% of the rental charges for the Equipment and billed on the rental invoice to your rental charges. The Damage Waiver covers reasonable wear and tear of the Equipment. The Damage Waiver does not cover Damage resulting from misuse or abuse of the Equipment, negligent acts or omissions of the Hirer, failing to maintain the Equipment or during transport loading/unloading. It is the Hirer responsibility to maintain the condition and safekeeping of the rental Equipment and may be liable for any Equipment which is lost, stolen or damaged during the rental period.
14. **Damage & Loss.** The Hirer shall be responsible for any loss or damage to any of the Equipment arising during the time from when the Hirer is deemed to have taken delivery of the Equipment until the Hirer returns the Equipment to the Owner. The Hirer agrees to pay full replacement costs for any Equipment lost or considered by the Owner as being irreparably damaged. Such payment shall be made by the Hirer within seven (7) days of such loss or damage coming to the attention of the Owner.
15. **Copyright.** The Hirer acknowledges that copyright in all designs, drawings, proposals and other material produced by the Owner or any of its consultants in connection with this Contract remains the property of the Owner (or its consultants as the case may be). The Hirer must not infringe copyright in respect of that material.
16. **Governing law.** The Contracts are governed by and will be construed in accordance with the laws of New South Wales.