

CHANDELIERS

to die for

212 New South Head Road Edgecliff NSW 2027 | (02) 93280333 | chandeliers.net.au

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 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 Chandeliers To Die For Pty Ltd ABN 8511 7801 671
- “*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.

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.

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

In order to secure an item(s) for your event the hirer must pay 50% deposit to secure the order, with the balance to be paid at least seven (7) days prior to the event. We accept all credit cards except Amex.

Please note all deposits are non refundable.

6. CANCELLATIONS

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

7. VARIATIONS & AMENDMENTS

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 with the following:

- 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

CHANDELIERS

to die for

212 New South Head Road Edgecliff NSW 2027 | (02) 93280333 | chandeliers.net.au

8. 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. 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.
- d. 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.
- e. 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.
- f. 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 severely liable hereunder.
- g. 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.