

# TERMS AND CONDITIONS OF HIRE - PLEASE READ CAREFULLY

## Terms and Conditions

### Definitions

**Owner:** C & A. E Reid Gympie Party World  
ABN 56 381 315 649

**Hirer:** The person hiring/renting the equipment from the owner.

**Equipment:** The items hired out by the owner to the hirer.

**Contract:** The agreement between the owner and the hirer for the supply of equipment at a negotiated price, within a defined hired period as bound by the terms and conditions.

**Payment:** The hirer agrees to pay the owner's hire charge and any other charge, including charges for damage and repairs, loss, and any taxes, levies and duties that may be incurred and paid by the owner.

These charges will be paid in full by the hirer to the owner prior to the owner releasing the equipment to the hirer.

Subsequent charges arising from loss, damage, repairs, and other expenses are to be paid immediately upon receipt of a tax invoice.

### Payment Schedule.

The Hirer agrees to pay the price as such.

Events \$5,000 & above - 20% deposit upon Reservation + 60% 2 weeks prior to event + 20% 1 wk prior to delivery/pickup.

Events below \$5000.00 – 20% deposit upon Reservation + Full payment 1 week prior to delivery/pickup.

Cancellation Fee - 10% 1 month or prior to the function date.

15% within 1 month and 1 week prior to the function date.

30% if cancelled within the week prior to the function date.

50% if cancelled within 2 days of the function date.

**Contract:** The hirer acknowledges the agreement becomes binding upon issuing an order either verbal or written requesting the owner to provide equipment and/or services to the hirer.

**Hirer's Obligations:** The hirer will be responsible for the equipment hired from the time of it's delivery until collection by or return to the owner.

The hirer upon installation, delivery, or collection of the equipment immediately examines the equipment to satisfy itself to it's condition and suitability for the purpose for which it requires the equipment.

The Hirer will assume the risk and indemnify and hold the owner harmless from against any and all property damage and personal injury resulting from:-

(1) the use of the equipment (2) contact with underground cables, pipes services or other obstructions.

The Hirer will be responsible for all surface preparations and repairs. The Hirer will use the equipment in a proper, safe manner and only for the purpose and capacity for which it was designed.

The Hirer will make available for collection all equipment in a clean and properly packed order with access for the owner.

The Hirer will accept the owner's report on all missing, damaged, unclean and any other services the owner deems necessary to fulfil the conditions of hire.

The hirer will provide vehicle and trolley access so as to facilitate the loading and unloading for all hired goods. Additional charges will be incurred if stairs stairwells unlevel and unstable ground is present.

**Loss of Equipment:** The Hirer will be responsible for lost or stolen equipment for any reason whatsoever. It is agreed that upon the completion of the period of the hire the whole of the replacement cost of the missing equipment will be charged to the hirer.

**Property and Person:** The Hirer will be responsible for any loss of or damage to property or person caused by the equipment for any reason whatsoever during the period of hire and the Hirer shall indemnify the owner in respect of all claims, damages, and expenses in relation thereto.

**Damage Waiver:** From time to time the Hirer shall be charged a damage waiver to cover accidental damage and general wear and tear to all hire items.

All broken and damaged equipment must be returned to the owner otherwise they are classified as missing items.

Damage waiver will not apply when the equipment is:

1. Damaged because of misuse, abuse, wilful or malicious acts,
2. Negligent or overloading of the equipment, when because of disregard for instructions given to the hirer by the owner in respect of the proper use of the equipment,
3. An unexplained disappearance of the equipment,
4. Because of theft,
5. Damage whilst in transit under the care of the hirer.

**Insurance:** The hirer will maintain at it's own expense all appropriate policies of insurance for theft and damage to the equipment hire in an amount not less than full replacement cost of the equipment, and for liability, property and casualty insurance coverage in amounts necessary to fully protect the owner and it's equipment against all claims.

**Indemnity:** The Hirer 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 or property arising directly or indirectly out of the hire or use of the equipment by the Hirer.

On acceptance of the terms and conditions please sign and return to

GYMPIE PARTY WORLD

SIGNED AND ACCEPTED: DATE: \_\_\_\_\_

Please Print Name: \_\_\_\_\_