



Units G, 7 Donaldson Street,
Wyong, NSW 2059
Phone: 02 4340 0500
ABN: 38 654 588 584
www.thepartyhireco.com.au

TERMS & CONDITIONS

1. Definitions

In these Terms & Conditions;

- a) The **“Client”** means the individual/s or entity whose details appear on the Quotation, and includes any of their agents, successors and assigns.
- b) The **“Company”** means The Party Hire Company (Aust) Pty Ltd, ABN 38 654 588 584 and includes any of its contractors, servants, agents, successors and assigns.
- c) The **“Equipment”** means all of the equipment made available by the Company to the Client pursuant to the Hire Agreement.
- d) The **“Hire Agreement”** means collectively the Quotation and these Terms & Conditions, and any Special Conditions which may be notified by the Company to the Client in writing.
- e) The **“Hire Period”** means the period of time commencing on delivery of the Equipment and continuing until the Equipment is collected by the Company.
- f) The **“Site”** means the premises the Client specifies as the delivery address for the Equipment.
- g) The **“Quotation”** means the written quotation issued by the Company to the Client.

2. Acceptance of Quotation

- 2.1 Any Quotation issued by the Company will specify the fees payable (the **“Fees”**) for the hire of such Equipment as is requested by the Client, including delivery, installation and packing down if applicable, and collection, for the requested Hire Period. Such Quotation will be based on details supplied by the Client and may be varied, should any details change or be found to be inaccurate.
- 2.2 Quotations will be issued in Australian dollars and will be valid for a period of 7 days from the date of the Quotation, unless otherwise indicated in the Quotation or if it is withdrawn earlier by the Company in its absolute discretion.
- 2.3 The Client may accept a Quotation by electronically signing the Hire Agreement and making payment of the Deposit as referred to in [clause 3](#).

3. Fees

- 3.1 The Client will be required to pay a non-refundable deposit equal to 25% of the quoted Fees (the **“Deposit”**) at the time of accepting a Quotation in order to secure their booking. The Client acknowledges that the Company will incur time and cost in planning and will turn away other prospective clients, and is entitled to retain the Deposit even if the Client does not subsequently proceed with their booking.
- 3.2 The balance of the quoted Fees will be payable no later than 30 days before the commencement of the scheduled Hire Period.



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- 3.3 The Client acknowledges that should there be any variation to the Equipment requested, the scheduled Hire Period (including any delay in the Company being allowed to the Site or the Equipment not being ready for collection when scheduled) or any other details of the Client's booking, then the Company shall be entitled to charge additional Fees. The Company shall notify the Client of the additional Fees applying and the Client shall be liable to pay same immediately upon request by the Company.
- 3.4 Should the Client fail to make payment of Fees due in accordance with this clause, the Company reserves the right to immediately terminate the Hire Agreement and the cancellation fees referred to in [clause 4.1](#) will apply.

4. Cancellations

- 4.1 Should the Client be unwilling or unable to proceed with their booking (for any reason whatsoever, including but not limited to restrictions on events imposed by State or Federal Government), then;
- a) If the Client notifies the Company at least 90 days prior to the commencement of the scheduled Hire Period – then the Company shall be entitled to retain the Deposit.
 - b) If the Client notifies the Company less than 90 days but more than 30 days prior to the commencement of the scheduled Hire Period – then the Company shall be entitled to retain 50% of the Fees.
 - c) If the Client notifies the Company less than 30 days prior to the commencement of the scheduled Hire Period – then the Company shall be entitled to retain 100% of the Fees.
- 4.2 The Client acknowledges that the above amounts are a genuine pre-estimate of the loss and damage which the Company would incur in the event of any cancelled booking.

5. Credit Card Security

- 5.1 In consideration for the Company making the Equipment available for hire, the Client agrees to provide a bond in the amount equal to 25% of the quoted Fees (the “**Bond**”).
- 5.2 The Client acknowledges that the Company will be entitled to exercise a credit card authorisation for the Bond, on the following basis;
- a) The Client will supply credit card details to the Company upon request;
 - b) If the Client complies with all of the terms of the Hire Agreement, including the payment of Fees when due, then no final charges will be levied against the Client's credit card;
 - c) If the Client breaches any term of the Hire Agreement, included but not limited to failing to make the Equipment available for collection in the same state of condition and repair as when it was delivered, then the Client agrees that the



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Company shall in its absolute discretion be entitled to process a charge against the Client's credit card in an amount reasonable and sufficient to cover the loss and damage it has suffered, up to the amount of the Bond. The Company's rights are reserved in relation to any loss and damage suffered in excess of the amount of the Bond.

6. Client Acknowledgements

The Client acknowledges and agrees that;

- a) All Equipment made available by the Company to the Client is the property of the Company, and legal and equitable title to the Equipment remains with the Company at all times. The Client will hold the Equipment as the bailee and fiduciary agent of the Company. The Client must not create or allow to be created any security interest or any other form of encumbrance over the Equipment which is inconsistent with the Company's title to the Equipment, and may not claim any lien or interest in the Equipment to secure any liquidated or unliquidated debt or obligation that the Company is alleged to owe to the Client.
- b) The Company makes no representation or warranty as to the suitability of the Equipment for any particular need or event, and it is the Client's responsibility to assess such suitability on their own behalf.
- c) The Company will use its best endeavours to deliver (and if applicable, to install) the Equipment at the time and date requested by the Client but shall not be liable for any late delivery or consequential loss or damage of any kind arising out of or in connection with any such late delivery.
- d) The Equipment must only be used for such purpose as it was designed. The Company accepts no responsibility for any loss, damage or injury which may be suffered by the Client or any third party arising out of or in connection with any incorrect or improper use of the Equipment.
- e) The Client acknowledges that they have been instructed as to the correct and safe use of the Equipment upon delivery (and installation, if applicable) by the Company. The Client agrees they are responsible for ensuring that all safety and operating information notified by the Company to the Client is conveyed to all third parties using and/or operating the Equipment, and that appropriate safety measures are implemented at the Site. The Client accepts full responsibility for the manner in which their guests, employees and third parties utilise the Equipment.
- f) The Client is responsible for obtaining and bearing the cost of all necessary approvals, permits and plans which may be required in relation to the hire and use of the Equipment, including but not limited to approval from the owner/operator of the Site, local and government authorities.
- g) The Company's signage may appear on the Equipment. The Client must not conceal or damage any such signage, nor can the Client claim any charges from the Company for advertising in respect of such signage.

7. Client Responsibilities



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Site Conditions

- 7.1 The Client is responsible for ensuring the Company has safe and unrestricted access to the Site in order to deliver (and if applicable to install) the Equipment at the commencement of the scheduled Hire Period.
- 7.2 The Client is responsible for ensuring that the Equipment can be safely installed at the Site, and must clearly advise the Company in writing of any conditions or impediments which may affect the installation, including but not limited to underground utilities services or pipes. Any damage resulting from the Client's failure to comply with this clause shall be repaired at the Client's expense.
- 7.3 The Company may in its absolute discretion refuse to deliver and install Equipment in the event of unsafe weather conditions, including but not limited to bushfires, floods or high winds. In the event that delivery and installation cannot be rescheduled, then the cancellation fees referred to in [clause 4.1](#) will apply.

Security of Equipment

- 7.4 The Client shall be responsible for the security of the Equipment for the Hire Period, including but not limited to ensuring that the Equipment is kept safely and securely and protected from theft, misuse, loss or damage. The Client shall be responsible for any loss or damage to the Equipment during the Hire Period whatsoever and howsoever arising.
- 7.5 In the event of the Equipment being lost, stolen or damaged, the Client must notify the Company immediately and take all steps as reasonably directed by the Company in relation to the event including but not limited to filing a police report.
- 7.6 The Client will be responsible for taking out at their own cost, all insurance which they wish to have the benefit of regarding the hire and use of the Equipment (including but not limited to a Hirers All Risk Insurance Policy).

Return of Equipment

- 7.7 The Client is responsible for ensuring the Equipment is clean and in good working order and condition at the end of the Hire Period.
- 7.8 The Client is responsible for ensuring the Equipment is available for collection by the Company at the scheduled end of the Hire Period.
- 7.9 The Client is responsible for ensuring all catering items, including plates, glassware, cutlery, cooking equipment and crockery are washed and dried.

8. Default

- 8.1 The Client shall be taken to have committed an act of **"Default"** if they;
 - a) Fail to make payment of Fees due in accordance with [clause 3](#);



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- b) Fail to comply with any of their responsibilities in [clause 7](#); or
- c) Commit any other breach of the Hire Agreement.

8.2 The Client agrees that if they commit an act of Default then the Company may, without prejudice to its other rights;

- a) Immediately terminate the Hire Agreement;
- b) Repossess the Equipment;
- c) Call on the Bond in accordance with [clause 5](#);
- d) Charge interest on all amounts outstanding at the rate of 10% per annum, calculated on a daily basis; and
- e) Recover all costs and expenses incurred in trying to obtain payment of amounts outstanding, including legal costs on an indemnity basis.

9. Access

9.1 The Client irrevocably permits the Company or any person authorised by the Company, upon giving reasonable notice, to enter the Site or premises where the Equipment is reasonably believed by the Company to be held on the Client's behalf for the purpose of examining, repossessing or recovering the Equipment.

9.2 The Client agrees to indemnify and hold the Company harmless for costs of removal, damages, expenses, claims, enforcement and any legal action in respect of the examination and/or recovery of the Equipment on an indemnity basis.

10. Warranties

All warranties and conditions which may by law be excluded are expressly excluded. Where such warranties or conditions cannot be excluded, modified or restricted the Company's liability will be limited, at its option, to;

- a) In the case of goods: the repair of the goods, the replacement of the goods or resupply of equivalent goods, or payment of the reasonable cost of repairing the goods.
- b) In the case of services – the resupply of the services, or payment of the reasonable cost of resupplying the services.

11. Limitation of Liability

11.1 To the maximum extent permitted by law, the Company shall not be liable to the Client or any third party under any circumstances for any loss of profit, interruption to business, injury or death to any person, or for any indirect, incidental or consequential loss and damage sustained or incurred by the Client, whether such liability arises directly or indirectly as a result of any breach by the Company of its obligations under this Hire Agreement; the supply, performance or use of any goods or services; or any negligent act or omission or wilful misconduct on the part of the Company.



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11.2 The Client shall fully and completely indemnify the Company in respect of all claims, actions, demands, suits, loss and/or damages sustained by any person or party whatsoever for injury to any person(s) and/or property caused by or in connection with or arising out of the Company carrying out the Hire Agreement whether caused by any negligent act or omission or wilful misconduct on the part of the Company or otherwise, and in respect of all costs and charges in connection therewith whether arising under statute or common law.

12. Miscellaneous

- 12.1 If any part of the Hire Agreement is found to be void, unlawful or unenforceable then that part will be deemed to be severed from the Hire Agreement and the severed part will not affect the validity and enforceability of any remaining provisions.
- 12.2 Any failure by the Company to enforce any of the provisions of the Hire Agreement shall not be construed as a waiver of such provision or any other provision hereof unless expressly in writing and signed by an authorised representative of the Company.
- 12.3 The Hire Agreement shall be deemed to have been made in New South Wales and shall be interpreted in accordance with the laws of New South Wales, Australia.
- 12.4 The Company shall not be liable for any default due to any circumstance beyond its reasonable control including, but not limited to, Acts of God, war, civil unrest, riot, strike, lock-out, acts of civil or military authorities, fire, flood, earthquake, pandemics, or shortage of supply or failure to deliver by the suppliers of the Company.
- 12.5 The Company reserves the right to amend the Hire Agreement by giving the Client 14 days notice in writing.
- 12.6 The Company may license or subcontract all or any part of its rights and obligations pursuant to the Hire Agreement without any requirement to notify or obtain the Client's consent.
- 12.7 The Hire Agreement supersedes all prior agreements, arrangements or misunderstandings (whether written or verbal) between the parties with respect to the subject matter of the Hire Agreement.
- 12.8 The parties agree that any notice required or permitted to be given in writing pursuant to the Hire Agreement can be given electronically.
- 12.9 If more than one individual or entity is named as the Client then each shall be jointly and severally liable for the Client's obligations pursuant to the Hire Agreement.



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SPECIAL CONDITIONS

1. The Client acknowledges and agrees that they have the necessary skills, qualifications and experience to safely install and pack down the Equipment without assistance from the Company. The Client accepts full responsibility in relation to the Equipment and indemnifies the Company against any loss, damage or injury which may be suffered by the Company or any third party arising out of or in connection with the Client's installation or pack down of the Equipment.
2. Should the Company in its discretion agree not to require payment of the Fees in full prior to the Hire Period as set out in [clause 3](#), then such Fees must be paid strictly in accordance with the terms of such Tax Invoice as is issued by the Company to the Client.