

Terms and Conditions of Hire

Dann Event Hire – ABN 76477852706



1. DEFINITIONS

- (a) The "Owner" is Dann Event Hire
- (b) The "Hirer" refers to the person, firm or corporation hiring equipment from the Owner
- (c) The "Equipment" means all the equipment and accessories supplied to the Hirer
- (d) "Terms" means these Terms and Conditions of Hire

2. CONDITIONS OF HIRE

The hiring of the equipment will commence from the commencement date specified and continue for the term specified. The hirer is entitled to use the equipment for the hire period. Any extension of the period must be agreed to by Dann Event Hire.

3. PAYMENT

The hirer agrees to pay Dann Event Hire the hire fee and the damage waiver fee specified for the equipment for the hire period including any applicable GST, stamp duties, penalties, levies or freight and other charges relevant to this agreement. The required fees must be paid to Dann Event Hire prior to the commencement date of the hire period. Equipment not returned on time and in accordance with this agreement will be subject to a continuance of the agreed rental until return is complete.

Payment for hire of goods must be made by (a) 30% of the agreed hire price upon confirmation of order; and (b) the balance of the agreed hire price made prior to delivery of the goods. Payment must be made by Credit Card, EFTPOS, or Cash.

The Owner requires security details at the time of order placement. An order will not be confirmed until and unless security detail is endorsed and supplied to the Owner.

4. CANCELLATION

The Hirer may cancel an order but may forfeit any hire fees paid as follows: (a) If booking is cancelled 4 weeks before the function date, Dann Event Hire will make a full refund of any hire fees paid minus the deposit paid; (b) bookings cancelled 1 - 3 weeks before the function date will forfeit between 50% and 100% of the total hire fee depending on the time of year; (c) bookings cancelled within 3 days of the function date will forfeit 100% of the total hire fee. These cancellation terms apply to cancellation of individual items from any confirmed order.

5. DELIVERY AND COLLECTION

The goods shall be returned in a reasonably clean, but not necessarily sterile state or a cleaning fee may apply. Cutlery, glassware and crockery must be returned clean or a cleaning fee may apply. The Hirer must allow any Dann Event Hire representative access to the goods at all reasonable times. The Hirer must provide safe and proper access to and at the Site. The Hirer is liable for all injury, loss or damage suffered by

Dann Event Hire, its employees or agents while at the Site. Prices quoted are for delivery on street level. Extra charges shall be payable for delivery to and removal from higher or lower levels.

6. DAMAGE

The Hirer is responsible for the Equipment from the time of delivery until collection by the Owner and shall pay for all Equipment damage or loss however caused during that period. Damage Waiver is payable by the Hirer to cover all costs associated with normal wear and tear to the Equipment hired, the waiver does not apply to any other damage including:

- (a) damage resulting from overloading, exceeding rated capacity, misuse, abuse or improper servicing of Equipment;
- (b) damage due to mysterious disappearance of the Equipment;
- (c) damage caused by the use or operation of Equipment in contravention of any of the conditions of the Agreement;
- (d) damage to, or loss of, the Equipment from any unknown cause.

The Hirer shall protect the Equipment from the elements during the time of delivery, use, storage or waiting period before pick-up. The Hirer shall maintain at its expense liability, property and casualty insurance coverage in amount necessary to fully protect the Owner and its Equipment against all claims, loss or damage of whatever nature or type. The Owner shall not be liable for any loss or damage caused to any person, property, animal or things whatsoever arising from the use of the Equipment hereby hired and the Hirer indemnifies the Owner in respect to any claims for such loss or damage.

Any person signing the documents for and on behalf of the Hirer hereby covenants with the Owner that he or she has the authority of the Hirer to make this agreement on the Hirer's behalf and is empowered by the Hirer to bind the Hirer to this agreement and hereby indemnifies the Owner against all losses and cost incurred by the Owner arising out of the person signing this agreement failing to have such power and/or authority.

Where the Hirer is more than one person liability shall be joint.

7. MISCELLANEOUS

The hirer agrees to ensure that any site specified on the hire agreement, will be clear of all obstructions to allow Dann Event Hire to erect, install or place the hire equipment safely.

Any items or objects that are required, or requested by the hirer, to be moved, are done so without any liability to Dann Event Hire.

Dann Event Hire may seek additional payment for any unreasonable delay incurred by Dann Event Hire while waiting for the specified area to be cleared.

The hirer agrees not to use streamers, decorations or taping within or near any marquee hired and accepts and acknowledges personal responsibility for the marquee and is liable for damages. The hire agrees not to have open fires i.e. charcoal spits within or near any marquee hired and accepts and acknowledges personal responsibility for the marquee and is liable for damages.