

THE DESIGN DEPOT TERMS AND CONDITIONS OF HIRE

1. DEFINITIONS:

- (a) The "Owner" refers to The Design Depot Event Hire Pty Ltd (ACN 129 007 003) and its assignees.
- (b) The "Hirer" refers to the person, firm or corporation hiring equipment from the Owner. Where the Hirer is more than one person liability shall be joint and several.
- (c) The "Equipment" means all the equipment and accessories supplied to the Hirer as referred to in the Order.
- (d) The "function" means the event and date for which the Equipment is to be hired to the Hirer.
- (e) The "site" means the place specified in the Order at which the Equipment is to be supplied and used by the Hirer for the function.
- (f) "services" means any services required to transport and install and remove the Equipment and also the supply of incidental consumable items such as flowers and foliage.
- (g) These conditions include the Order placed by the Hirer and confirmed by the Owner's invoice in respect of the Equipment.
2. The Owner hires the Equipment to the Hirer for the function and the period specified in the Order for the amount stated in the Order for the hire. The Hirer agrees that all charges for hire loss, hire extension, damage and repair will be paid and that all collection fees, legal fees (on a solicitor and own client basis) or any expenses involved in the collection of these charges will be borne by the Hirer.
3. The Hirer is responsible for the Equipment from the time of delivery to the site until collection by the Owner at the end of the hire period and shall pay for all Equipment damage or lost however caused during that period. The Hirer must inspect the Equipment and notify the Owner of any shortages with the Equipment within 3 hours of delivery to the site to enable any replacement or re-supply. The Owner shall protect the Equipment from the elements during the time of delivery, use, storage or waiting period before pick-up.
4. During the period of the hire the Equipment is at the risk of the Hirer and 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.
5. The Owner's count and/or decision as to condition of the Equipment prior to dispatch to the Hirer and on return to the Owner shall be final.
6. The Hirer shall not remove the Equipment or any part thereof from the site during the period of the hire and the position of its installation without consent from the Owner.
7. The Hirer grants the Owner access at all times to the site to install, inspect or repair the Equipment and in the case of default to remove the Equipment. The Hirer warrants that the site is accessible and suitable for the function and the use of the Equipment.
8. The Owner's identification, including trademarks, service marks, and trade names, may appear on the hired Equipment.
9. In the event of a breakdown or failure of the Equipment, the Hirer shall return the Equipment to the Owners premises forthwith and on no account attempt to repair the Equipment without the prior consent of the Owner.
10. The person placing the Order for and on behalf of the Hirer hereby warrants to 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 agreements 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.

HIRER'S LIABILITY FOR THE EQUIPMENT

11. The Hirer is liable to the Owner and indemnifies the Owner for all costs and sums arising from loss and damage to the Equipment caused by the negligence, wrongful act, misuse or other default by the Hirer. Such liability includes damage to Equipment arising from;
- (a) overloading, exceeding rated capacity, misuse, abuse or improper servicing of Equipment;
- (b) disappearance or loss of the Equipment;
- (c) the use or operation of Equipment in contravention of any of the conditions of the Agreement;
- (d) loss of, the Equipment from any unknown cause, or,
- (e) the conditions or unsuitability of the site for the use of the Equipment or the function.

12. The Hirer acknowledges receipt of adequate instruction on the correct use of the Equipment, which includes demonstration or verbal or written instructions. The Hirer acknowledges that the Owner makes no warranty or representation as to the suitability of the Equipment for any intended purpose and/or the quality of the Equipment or services provided save as expressly included in the Order.

13. The Hirer authorizes the Owner to complete documentation for the purpose of the Hirer making payment through a credit card system extended to the Hirer and accepted by the Owner. The Hirer shall be responsible for the payment of any tax or duty levied on the hire and/or delivery of goods including Government Stamp Duty and GST.

14. The Hirer is financially responsible for charges incurred by extension of the hire period due to the extended use or non-return of the Equipment by the Hirer beyond the period of the hire and shall pay such charges on demand by the Owner.

QUOTATIONS/ORDERS

15. The Owner's quotation will be valid for 30 days. The Owner reserves the right to adjust the quotation once the expiry period has been reached. All goods are hired on a first come, first served basis. A quotation is not a guarantee on the availability of items. Only once a deposit is made will your items be guaranteed.

It is the Hirer's responsibility to check the accuracy of the information shown on the quotation and Order. Corrections and variations must be notified in writing to the Owner at least 30 days before the function for changes to be given effect.

If items are sub-hired from another supplier on the Hirer's behalf, the Hire is also subject to that supplier's rights.

The availability of seasonal flowers and foliage for the Hirer's function is quoted in good faith according to their availability. At times the quoted flowers or foliage may not be available due to seasonal weather and the growers availability. If the ordered flower or foliage is not available a suitable replacement will be used at the discretion of the Owner.

PERIOD OF HIRE

17. All items are hired for the duration of one day unless otherwise stated in the Order. Delivery and collection or pick up and return dates can be negotiated prior to the event. If an extension of hire is required The Design Depot must be notified 48 hours prior to the scheduled return or additional charges will apply.

DEPOSIT

18. A booking will be considered tentative, pending receipt of a deposit, for a period of seven (7) days. The booking will be considered as confirmed upon receipt of a deposit of 50% of the function price or \$1,000.00 whichever is greater. If a Client needs to change the date of the function, The Design Depot will attempt to alter the function date subject to availability. If the deposit has already been received, it will be transferred to the new date. All deposits are non-refundable.

PAYMENT

19. The Hirer must forward full payment to the Owner two working (2) days prior to the date of the function, either by cash, credit card or bank transfer. Cheques are accepted only seven (7) days prior to the function date. The Owner reserves the right to cancel the booking if payment is not received within the prescribed times. Credit Card payments incur a 2.5% surcharge for processing.

CREDIT CARD DETAILS

20. Credit Card details must be provided at the time of confirming the function as all incidentals and ancillary services provided during the course of the function will be charged at the conclusion of the function. Credit Card payments incur a 2.5% surcharge for processing.

CANCELLATION CONDITION

21. If the Hirer cancels the hire, written notification is required and the following fees will apply.
Ninety (90) business days or more prior to function date, the deposit will be retained
Ten (10) business days to 89 days prior to function date, the deposit will be retained
Nine (9) business days or less prior to function date, 100% of the total estimated function will be charged plus any fees incurred by The Design Depot through outside suppliers of goods.

SURCHARGES

22. Labour surcharges will be charged if labour services are required on a declared public holiday, weekends or outside normal business hours (8.00-6.00pm) or if penalty rates are applicable under any relevant award or legislation.

INSURANCE

23. The Owner maintains insurance over its own plant, equipment and chattels and has the appropriate public and product liability insurance. Should the client bring or supply any of their own items to a function then they will be responsible for their own insurance coverage for such items.

OCCUPATIONAL HEALTH & SAFETY

24. The safety of the Hirer and guests and the Owner's employees is of great concern to the Owner. In the event that weather conditions, location or access to the site makes it unsafe to place items, the Owner reserves the right to refuse set up of the Equipment items until the site is made safe. Carpet runners will not be placed on staircases or any other surfaces deemed unsafe. If items cannot be placed or erected at the site due to reasons outlined in this clause, no refund will be issued on the affected items. The Owner may seek additional payment for any unreasonable delay incurred by the Owner while waiting for safe access.

GENERAL INFORMATION

25. Hirer deliveries to the Owner must be arranged in advance and marked with the name, date and venue of the function. The Owner will not accept any responsibility for damage or loss of merchandise left on the premises prior, during or after a function. Goods left without approval by the Owner will be deemed abandoned. If the Owner is unable to deliver or collect equipment to the site at the arranged times an additional call out fee will apply. The Owner's staff shall be allowed reasonable access to the event location to deliver and collect equipment.

COPYRIGHT

26. All creative concepts, designs and artwork are deemed intellectual property of the Owner. Any use or replication of aforementioned work would be deemed a breach of the Copyright Laws of Australia. Prior permission to use the Owner's logo must be obtained; all proposed artwork must be authorized.

27. The Hirer also agrees to pay for any additional items that may be required or requested between the placing of the Order and the conclusion of the function.

LIMITATION OF OWNER'S LIABILITY

28. The Owner, its servants and agents, shall not be liable to the Hirer for any consequential damages as a result of late or non delivery of the Equipment or shortages in the Equipment or arising from the use of the equipment or if the Hirer has failed to notify any shortages as required under these conditions. The Owner's liability (if established) is limited to the value of the hire or the supply of replacement Equipment for the function. The Owner's liability in respect of the supply of services is limited to the value of the services.

CREDIT CARD AUTHORITY FORM

Type of Card (please circle): VISA MASTERCARD AMEX

Card Number: _____

Expiry Date: ____ / _____

Cardholder Name: _____

Authorisation and Acknowledgement

I authorise The Design Depot Event Hire Pty Ltd to debit the following credit card as payment for ancillary / incidentals on the day / evening of my event. I further acknowledge that all credit card payments incur an additional surcharge of 2.5%.

Cardholder's Signature: _____

Date: ____ / ____ / _____

I have read and understood Quote No. _____ and agree to the prices quoted and terms and conditions contained herein.

Company Name: _____

Address: _____

State: _____ Postcode: _____

Client's Name: _____

Signature: _____

Date: _____