



## **Riverina Party Hire - Terms and Conditions**

### **1. Definitions**

'The Company' is Riverina Party Hire. 'Equipment' means the items hired out by The Company to the Hirer. "The Hirer" is the person hiring the equipment from the Company, including their employees and agents. "Hire Period" is the period of time for which any equipment is required to be ready and available for use.

### **2. Terms of Payment**

- a) The Hirer is required to pay 30% deposit on acceptance of booking confirmation unless an account has been approved.
- b) Accounts must be paid in full 21 days before the date of delivery or at time of pick up by the Hirer unless the customer has established a credit account.
- c) If the account has not been paid and evidence provided of the payment, Riverina Party Hire shall not be required to complete the booking.

### **3. Hire Charges**

- a) The charges published in any of The Company's printed material are for the guidance of the Hirer in estimating costs only and do not constitute an offer.
- b) The amount quoted is for one use of goods only.
- c) A minimum of \$50.00 applies to all orders.
- d) The late return of goods to the Company by the Hirer will incur a penalty of 25% in addition to the quoted daily rate for each additional day.
- e) If the Hirer's order results in extra time or overtime by the Company's employees, the costs thereof is payable by the Hirer.
- f) The Company must be notified within 24 hours of shortages of equipment hired to the Hirer or the Company accepts no responsibility.
- g) The Company reserves the right to hire equipment to the nearest standard pack over the quantity ordered.
- h) No warranty is given by the Company as to the equipment's fitness for use.
- i) No council fees, permit fees, costs, inspections, or the like are included in any prices.
- j) Hire charges, minimum charge, delivery charges and all other extra charges may be altered by the Company without notice.

#### **4. Substitution**

a) The Company may substitute a portion of the Hirer's order with the nearest equipment.

#### **5. Delivery and Collection**

a) Delivery and collection of equipment is not included in the standard quotation. Charges for delivery and pick up of equipment are available on application.

b) In the event that the Hirer requires the company to deliver the equipment to the site, delivery charges quoted are for delivery to a site at street level. Extra charges are payable for delivery to and pick up from higher or lower levels.

c) If on arrival at the site the distance from point of parking to point of erection is found to be greater than 20 metres a surcharge applies.

d) Hirer's delivery instructions carried out where possible. The Company accepts no responsibility for non-arrival at a specified time.

e) Quantity of hired items must be finalised no later than 48 hours before delivery or pick up completed by the Hirer.

f) If the Company is required to pick up the hired equipment, the Hirer must provide clear access to hired goods. If clear access has not been provided, then the cost of delays will be charged to the Hirer.

g) If the Company is required to pick up the hired equipment, the Hirer remains responsible for packing the equipment into the appropriate crates or containers prior to pick up time. If items are not packed, then the cost of delays will be charged to the Hirer.

#### **6. Erection of Equipment**

a) Erection or set up of equipment is not included in the standard quotation, except for erection of marquees and dancefloors where the erection charge is included in the pricing. Additional charges are payable by the Hirer if the Company is requested to erect or set up the equipment.

b) Erecting and dismantling the goods when carried out by the Company shall be in all things at the Hirer's risk and expense.

c) Quotations for erection or set up of equipment are subject to inspection of the site and to erection and dismantling of good hired in ordinary working hours. If grounds or floors are not flat level firm ground or are otherwise unsuitable, an extra charge for time clearing, levelling, or picking up and cartage of extra goods caused thereby will be payable by the Hirer.

d) The Hirer is required to provide the Company with either a plan showing the position in which the equipment is to be erected or set up or the Hirer should have a representative on site for that purpose. In absence of both then the Company will erect or set up the equipment as it deems fit.

e) The Hirer shall make the Company fully aware of all services and obstructions in the immediate vicinity both above and below the ground that may affect any work to be carried out by the Company. The Company will not be liable or responsible for the location, repair or any liability resulting from damage of such services. The Company will take all possible care to avoid damage of such services.

## **7. Return of Goods by the Hirer**

- a) Immediately after use the Hirer must ensure the equipment is thoroughly washed, cleaned, and packed in respective cartons and crates for collection by the Company.
- b) Equipment must not be packed wet.
- c) A cleaning fee will be charged and payable by the Hirer for any equipment that is not returned in a clean and dry condition.
- d) The Company's driver will not pack or check goods.

## **8. Responsibilities of the Hirer**

- a) The Hirer is responsible for the equipment hired from the time the equipment leaves the Company's possession until returned. The Hirer shall pay for all goods damaged, lost or stolen howsoever the cause during that period.
- b) It is expressly stipulated and agreed that the carrier or other person receiving the goods from the Company's premises or from the Company's employee is the duty authorised agent of the Hirer who will be bound by these conditions as fully as if the Hirer had personally signed both, or either the order and receipt of the goods.
- c) The Hirer shall be liable for excess cleaning fees and/or repair of any damage and/or replacement of the equipment, caused by the Hirer.
- d) Riverina Party Hire will not be held liable for any injury caused due to improper use of the equipment hired. Riverina Party Hire understands that some equipment is heavy and if used/carried/transported incorrectly could cause injury. The Hirer accepts that some equipment can cause injury if not used/carried/transported correctly.

## **9. Shortages and Damage**

- a) The Company's count and/or decision as to the condition of equipment and containers prior despatch and on return shall be final.
- b) All shortages and damage to equipment will be paid for by the Hirer at replacement costs.
- c) On return to the Company, damaged or broken equipment is kept for one week and is then destroyed.
- d) No streamers or dye of any type to be in contact with the equipment, including marquees and structures. Any damage resultant from such shall be paid by the Hirer.

## **10. Goods in Error**

- a) Where the Company has received the Hirer's goods in error, the Hirer shall claim such goods within 14 days from date of receipt by the Company; otherwise, such goods will be disposed of without liability.

## **11. Insurance**

- a) The Hirer will maintain at their own expense all appropriate policies of insurance:
  - aa) For theft and damage to the Equipment hired in an amount not less than the full replacement cost of the equipment.
  - ab) For liability, property, and casualty insurance coverage in amounts necessary to fully protect the Company and its equipment against all claims, loss or damage whatsoever.

## **12. Termination of Hire**

- a) The Company may terminate the Hire at any time whereupon any equipment hired to the Hirer shall be returned to the Company forthwith. The Hirer shall have no claims for such termination.
- b) Should the Hirer choose to terminate the equipment hire prior to the end of the agreed hire period or event, the Hirer will not be entitled to a refund of payments made.

## **13. COVID-19**

- a) After the declaration of Covid-19 as a global pandemic by the world health organisation, our terms and conditions will not be waived as those entering new bookings are aware of COVID-19. COVID-19 and its consequences and implications are no longer unforeseen or unexpected. In the event that the Hirer cancels their booking due to the impacts of COVID-19 the booking will remain subject to the Companies cancellation policy.

## **14. Cancellations / Booking Adjustments**

- a) A non-refundable deposit of 30% is required to secure all bookings.
- b) In the event of a cancellation where the Hirer has the intention of rescheduling their event, the Hirer's deposit will be moved to their new chosen event date. Dates will remain subject to availability and cancellations can be no later than 2 weeks out from the event. The Hirer can only postpone their event once, with a new date picked within one month of the cancellation. Failure to do so will result in a forfeit of the Hirer's 30% deposit.
- c) Cancellations of bookings at short notice (2 weeks or less) will incur charges of up to 100% of the booking cost.
- d) No variation of the order will be greater than the 30% deposit paid to secure to the booking. If the variation is greater than 30% than the Hirer agrees to pay the 30% of the original invoice value. All booking variations must be finalised no later than 2 weeks from the planned delivery date. Adjustment request made after this period may be approved or denied by the Hiring Company and if applicable a refund of difference will not be provided.
- d) All booking cancellations, postponements and adjustments must be communicated via email.
- e) In the event that the hirer terminates a standard porta loo or luxury porta loo hirer within 3 months of their hire delivery or collection a fee will be charged to the Hirer. This fee is at the discretion of Riverina Party Hire and if applicable the sub hiring company.

f) If the Hirer wishes to make reductions to their booking after final payment is received the Hirer can do so, up until 7 days before delivery / collection. No refund of the difference in reductions will be provided.

### **13. Hirer Bound**

The Hirer shall be deemed to have accepted these conditions whether signed by the Hirer or not. Proceeding with hire of goods and paying any amount of deposit is deemed as acceptance of these Terms and Conditions. Accessing the Company's website is deemed acceptance of these Terms and conditions.

I/We the Hirer, acknowledge that I/we have read, understood, and agree with the Terms and Conditions of hire as set out above by Riverina Party Hire.

**Name:**

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**Signature:**

**Date:**

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