



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. "Hire Period" is the period of time for which any equipment is required to be ready and available for use. "The Hirer" is the person hiring the equipment from the Company, including their employees and agents.

If goods are being hired on the behalf of another person or where applicable client, The Hirer or Hiring Company is the liable party, and it is at their discretion should they desire to follow up an issue and or damages with their client.

2. Terms of Payment

- a) The Hirer is required to pay 40% 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, The Company 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.

h) The Company reserves the right, at its sole discretion, to impose an additional rush or expedited service fee for bookings made with limited notice. This includes, but is not limited to, same-day, next-day, or otherwise time-sensitive requests. Rush fees vary based on availability, scope of work, and timing, and are non-negotiable once applied. Failure to agree to or pay the rush fee may result in refusal or cancellation of the booking.

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 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, expect 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) All hired glassware, crockery and cutlery must be returned to the company completely cleaned and free of all drink and food residue.

d) A cleaning fee will be charged and payable by the Hirer for any equipment that is not returned in a clean and dry condition.

e) 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 duly 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) The Company will not be held liable for any injury caused due to improper use of the equipment hired. The Company 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.

e) It is the responsibility of the Hirer to inspect all equipment upon delivery and collection / pick up and return for any visible damage, defect, or missing components.

f) Any damage, defect, or discrepancy noted by the Hirer at the time of delivery / pick up must be reported directly to the Company immediately and no later than within 2 hours of delivery / pick up. Notification must be made via phone and confirmed in writing (email or text message), including photographic evidence where applicable.

g) Failure to notify the Company of any damages within the stated timeframe will be deemed as the Hirer having received the equipment in good condition, and the Client may be held liable for any damage discovered upon collection / return of the equipment.

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) The Hirer is responsible for all shortages and damages to equipment from the time of delivery / pick until the point of collection / return.
- c) All costs associated with replacement of the goods will be paid for by the Hirer.
- d) 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.
- e) The Company applies a mandatory, non-refundable booking charge of ten percent (10%) of the total booking amount to all bookings. This charge functions as a damage waiver and covers administrative costs. By proceeding with a booking, the Hirer acknowledges and agrees that this fee is non-refundable and will not be credited or returned for any reason, including cancellation, rescheduling, or service changes.
- f) If the cost of damages post hire exceed that of the 10% charge an additional charge will be sent to the Hirer for the remaining difference.

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.

14. Accommodation

a) Where the location of the event or services requires overnight travel, the Client agrees to provide, or reimburse the reasonable cost of, suitable accommodation for the Company's staff.

b) Accommodation must:

- Be clean, safe, and located within a reasonable distance of the event or work site.
- Provide one private room per staff member unless otherwise agreed in writing.
- Be available for the duration of the engagement, including any required setup and pack-down days.
- Be confirmed no later than 21 days prior to the event or commencement of services.

c) If accommodation is not arranged by the Client, the Company reserves the right to secure appropriate accommodation on the Client's behalf. All associated costs will be invoiced to the Client and must be paid in accordance with the agreed payment terms.

d) Should the Client make any changes to the booking, postpone the event, reduce the scope of services, or cancel the booking after accommodation has been confirmed or booked, and such changes result in the accommodation no longer being required, the Client will remain liable for all non-refundable accommodation costs and any other out-of-pocket expenses incurred by the Company. This includes any cancellation fees, amendment fees, or costs that cannot be recovered from the accommodation provider.

d) Any additional costs incurred due to changes made by the Client, including cancellations, amendments, or extended stays, will be the responsibility of the Client.

14. Wet Weather Bookings

a) All wet weather bookings taken by the company require a non-refundable and non-transferable deposit of 50% of the total hire fee at the time of booking confirmation.

b) Should the Hirer choose not to proceed with the booking for any reason, including wet weather, the 50% deposit will be forfeited in full. The deposit cannot be transferred to any future or alternative bookings.

c) The Hirer must provide written notice to the Company no later than 7 days prior to the scheduled delivery date to either confirm or cancel the booking. If no notice is received within this timeframe, the booking will be deemed confirmed, and full hire charges will be applicable.

If cancellation is made within the 7-day period, the deposit will still be forfeited, and an additional cancellation fee may be charged at the discretion of the Company.

d) If the Hirer chooses to proceed with their booking, the Company will fit the delivery into the current schedule, however priority will be given to non-wet weather bookings.

e) The Company is not responsible for any weather-related disruptions. It is the Hirers responsibility to assess weather conditions and make a timely decision regarding proceeding with the booking in accordance with the terms above.

14. Cancellations / Booking Adjustments

a) A non-refundable deposit of 40% 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 3 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 40% deposit.

c) Cancellations of bookings at short notice (3 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 40% deposit paid to secure to the booking. If the variation is greater than 40% than the Hirer agrees to pay the 40% of the original invoice value. All booking variations must be finalised no later than 3 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 The Company 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 The Company.

Name:

Signature:

Date:
