

## Terms and conditions

### Deposit

A non-refundable deposit of 30% is required to secure a booking. The remaining balance will need to be cleared 48 hours prior to the event. We accept only bank transfer.

### Cancellation

The Client may cancel a booking but may forfeit any fees paid - being the 30% non-refundable deposit of the original contract price.

### Use of Equipment

All Equipment supplied on hire is the property of the Company and remains so until it is A) Returned to the Company. B) The Customer will be responsible for the Equipment until it is returned to the Company, and C) shall maintain the Equipment in good condition, reasonable wear and tear excepted. The Customer warrants that the Equipment will be returned in good working order to the Company. The Company makes no representation as to the suitability of the Equipment for a particular need or event, and it is the Customer's responsibility to make that judgment on its own behalf.

### Cleaning

The Equipment must be returned properly cleaned by the Customer. It is agreed that the whole or any part of the cost incurred by the Company arising out of the failure by the Customer to clean the Equipment will incur a charge to the Customer.

### Weather and Installation

The Company retains the right to determine if set up of hire items means there is risk to property or persons in the case of inclement weather or where site conditions are considered unsafe. In this instance alternatives may be suggested if time and materials allow. Hirer shall abide by the company's position in this instance. In the event of high winds (+20km/hr) or rain when hire items are to be set up outdoors, the Company refuses the right to install items.

The company shall not be held liable if through no fault of their own items or staff transported are unable to complete the journey to site because of extreme traffic, weather or vehicle break down.

If the hirer is to set up hired items themselves the company accepts no responsibility for incorrect installation

### Additional Equipment

If after commencement of hire by the Company any specification changes are requested, the cost of such changes will be borne by the Customer.

### Extended Hire

The Customer must return all Equipment when it is due back. A continuing hire fee for all Equipment not returned to the Company when it is due back will be charged to the Customer, at the standard weekly rate of hire, until the Equipment has been returned to the Company. The Customer shall give

appropriate notice in writing to the Company if any extension or termination of the hire is requested. No refunds will be issued for the early return of Equipment on extended hire.

#### Delivery

The Company makes no representation that Equipment will be available to meet every order. Availability of Equipment to meet each order is subject to the timing of that order. Every endeavor will be made to complete delivery within the period stated but no liability can be accepted in regard thereto. Unless otherwise stated the Company will not accept cancellation of an order due to late delivery, nor shall it be liable for consequential damages of any kind arising out of late delivery or non-delivery. Where it has been agreed between the Company and the Customer that Equipment is to be delivered to an address specified by the Customer the same shall be available to be picked up at the specified date arranged at that address on the last day of the hire period. Where the Customer has taken delivery at the premises of the Company all Equipment hired shall be returned to those premises by the time arranged on the last day of the hire period. In the event that the Equipment is not available to be picked up by the arranged time on the last day of hire or has not been returned to the premises of the Company by close of business on the last day of hire, then the Company must be notified immediately.

#### Site Approval

The Customer shall solely be responsible to ensure that the site is cleared and ready for the erection of the Equipment and that the foundations upon which the Equipment is to be erected are sufficiently firm and otherwise suitable to safely carry the Equipment and the load to be put on it without subsidence. In the event that the Company incurs or suffers any loss, costs or damages as a consequence of the Customer's failure to carry out its obligations under these terms the Customer shall be solely responsible and shall indemnify the Company for any such loss, costs or damages.

#### Misuse Of Equipment

The Company shall not be liable for any loss or damages arising out of the overloading, exceeding rated capacity, misuse, or abuse of the Equipment by the Customer and the Customer agrees to keep the Company indemnified in respect thereof.

#### Security

The Customer is responsible for the security of the Equipment until such time as it is returned to or collected by the Company. In the event of the Equipment being stolen from the job site, the hirer shall notify the Company in writing stating the full circumstances of the theft and the time the police were notified. Until the Company receives such notification, the hiring charges will continue. The Customer shall also indemnify the Company for any such loss of the Equipment at the current replacement cost of the Equipment, and must pay that cost to the Company on demand. The Customer must ensure that there is provided lighting, water proofing, safe power supply, public protection, covering of power lines and such facilities as might be considered necessary for the requirement of Authorities or in the interests of safety.

#### Access to Site

The Customer shall ensure that suitable access to and egress from the site is adequate to suit the mode of delivery or pick up.

## Insurance

Certificate of Currency supplied on request. The Customer bears all risk in relation to the Equipment and its use until the Equipment is safely returned to the Company in good condition.

## Losses and Damages

The Company must be notified immediately of any Equipment lost or damaged during the hire period. The Customer indemnifies the Company in respect of all such loss. The Customer must pay on demand to the Company the following amounts;

- i. If the Equipment is lost, the Customer must pay to the Company the current replacement cost of the Equipment;
- ii. If the Equipment is damaged, the Customer must pay for all repairs;
- iii. If no notice is given to the Company of a lost item it shall be deemed as extended hire until such item is returned, and hire fees with continue until notice is given or the Equipment is found.

## No Liability for Indirect or Consequential Loss

The Company shall not in any event be liable for contingent, consequential, indirect, special, and punitive or any other similar damages, howsoever caused, for any damage, injury or loss, whether arising under breach of contract, negligence (commission, omission or advice), and strict liability or otherwise. All warranties by the Company to the Customer are excluded, to the full extent permitted by law. The liability of the Company resulting from a breach of any warranty unable to be excluded by law is strictly limited to the resupply of the Equipment to the Customer or the repair of the Equipment supplied to the Customer.

## Goods & Services Tax/Stamp Duty

Where applicable the Customer will be charged in accordance with current Federal and State legislation.

## Interpretation

"The Company" means The Prop Sisters event company

A.B.N. 35103154902

"The Customer" means the person or persons company to whom the Tax Invoice is addressed

"Equipment" means the items hired by the Customer from the Company from time to time.