

TERMS AND CONDITIONS FOR HIRE OF MARQUEES & EQUIPMENT

Terms of Hire

The maximum length of hire is 4 days.

There is no minimum length of hire.

Beyond the first day, *each additional day* will cost an additional 50% of the rate for the first day.

Terms and Conditions together with the Contract (“Invoice”) between Concept Event Hire (The “Owner”) and you (The “Hirer”) is an contractual agreement that you consent to once you accept your booking (“Contract”; “Invoice”).

CAREFULLY READ THE TERMS & CONDITIONS BELOW BEFORE CONFIRMING & COMMITTING TO A CONTRACT WITH US.

1. DEFINITIONS

The **Terms** are fully described herewith in these Standard Terms and Conditions.

- a) **“Owner”** is Concept Event Hire.
- b) **“Owner’s Premises”**: the location where the Owner stores the Equipment.
- c) **“Hirer”**: the customer – the company, organisation or person - booking the Goods and Services of Concept Event Hire.
- d) **“Hirer’s Premises”**: the location booked by the Hirer for the utilization of Concept Event Hire’s Goods and Services.
- e) e. **“Cancellation”**: means cancellation by the Hirer.
- f) f. **“Cancellation Fee”**: 30% of total order value.
This is **non-refundable** on all Goods and Services.
- g) g. **“Cancellation Time”**: Fourteen (14) days of notice before delivery of the marquee(s) and / or other equipment.

- h) h. **"Cancellation Notification"**: must be by text message and / or (preferably) by email.
- i) **"Contract"**: the written agreement between the Owner and the Hirer regarding the hiring of the Equipment.
- j) **"Invoice"**: alternative term for "contract".
- k) **"Deposit"**: any *part payment* made before provision of the booking (i.e. "Contract"; "Invoice").
- l) **"Equipment"**: all the Goods and Equipment depicted on our website.
- m) **"Site"**: the specified place, venue, or location to which the Equipment is to be delivered and at which place the Hirer is to take **temporary** ownership of & responsibility for the Equipment.
- n) **"Usual procedure"**: Concept Event Hire staff will set up, pack up and remove the marquee(s) and other hired items, unless there is a special requirement (s) established by the customer.

2. BASIS OF CONTRACT

- a) When the Owner receives the acceptance of the invoice from the Hirer, it is implicit that the Hirer accepts ALL the standard Terms and Conditions described here.
- b) The acceptance of the order is the prerogative of the Owner, per the availability of particular products and / or services.
 - i. A quote does **not** guarantee stock availability - this will be confirmed at the time of Order Confirmation.
 - ii. A quote is only secured **after** the deposit is made to the Owner and is confirmed by them by text message and / or email.

3. PAYMENT & PAYMENT METHODS

- a) Concept Event Hire accepts payment by (only) the following methods: Bank Transfer, Bank Deposit, Cash.
- b) The Hirer will pay the Hire Fee to the Owner before or on the day of delivery.
- c) Unless otherwise specified, quoted delivery charges assume:
 - i. Delivery being made to street level

- ii. Ground and / or floors being level, clear and clean.
 - iii. The floor or ground is suitable for the product.
- d) The above 3 points (c. i – iii) are the responsibility of the Hirer.
- e) **Pricing includes:** unpacking, setting up, repacking and basic cleaning of normal wear of Goods.
- f) Any variation to the above conditions will incur extra charges payable by the Hirer and are at the discretion of the owner.
- g) Hirers must return equipment *on time*, as specified in the invoice.
- h) Equipment that is **not** returned on specified date will incur additional fees. Per extra day late, an additional 50% of the total order will be added to the invoiced sum.
- i) For any reason, once the Marquee shelter set up is completed, any request for Concept Event Hire's employees to return to your location to make adjustments to your Marquee Shelter will incur an additional fee of up to \$1000.

4. DEPOSIT

- a) To secure all orders and bookings a **30% Non-Refundable Deposit** is required, per an Invoice issued by Concept Event Hire.
- b) The amount of the Deposit will be per the invoice.
- c) Any Deposit, when paid, shall be applied against the total Hire Fee.
- d) If the Hirer cancels the Contract or **any** part of it including Equipment, the Owner may, at their own discretion, apply the Deposit as a credit against any Cancellation Fee.

5. CANCELLATION AND CANCELLATION FEE

- a) Cancellation of all booked items, including marquees, will be at the expense of the *non-refundable deposit* paid by the Hirer.
- b) The Hirer has the right to cancel this Contract, provided they send a Cancellation notification by text message and / or email to The Owner **at least 14 days before** the booked event.
- c) Please note that **the deposit is non-refundable** and is used to secure items for the customer's booking date.

d) Where Cancellation Notification is received **on** the delivery date and the hire equipment has **already** been dispatched from the warehouse and *is enroute* or has arrived at destination, the Owner is entitled to invoice the Hirer for the total invoice balance.

6. PICKUP AND RETURN OF EQUIPMENT

- a) The Hirer will provide valid **photo identification** (e.g. Driver's Licence, Student Card, Passport) to the owner at the time of pick up.
This will be photographed by the Owner performing that service.
- b) **When the Hirer picks up equipment from the warehouse:** the hirer will check **all** the equipment is the correct quantity, clean and in good working order **before** leaving the warehouse.
- c) Upon **delivery by the Owner**, the Equipment must be **inspected by the Hirer** to determine whether the contract is complete; that is, that all the Equipment is complete, in good order and in normal working condition.
- d) Unless otherwise stated as "Special Instructions" on the Tax Invoice, the Hirer will, at completion of the inspection, be deemed to have satisfied themselves that the Equipment is as ordered; suitable, fit and capable of meeting all the usage requirements of the Hirer.
- e) **Any damage to and / or malfunctioning** of the Equipment must be notified by the Hirer to the Owner by email, within 24 hours of delivery, accompanied by photographs of the issue.
- f) Where and when the Hirer is in *Effective Control of the Equipment*, the Hirer is a **bailee** of the Equipment.
- g) ESSENTIAL to the **contract is that the** Hirer will at *all* times exercise *all* reasonable care and diligence in the *proper* use of the Equipment per the Manufacturer's specifications and for no other purpose.
- h) In the event that the **Hirer fails or refuses** for *any reason whatsoever* to return or make available for collection ALL the Equipment to the Owner at the expiration of the Period of Hire, then the Hirer **will be in breach** of the essential Term of this Contract and without prejudice to any other rights which the Owner may have, either pursuant to these

Terms or at law, the **Hirer will be liable to pay the Owner on a Day-Rate basis** for the hiring for Equipment for the extended period of time.

- i) The loss or damage to the Equipment will be the **replacement cost of the Equipment at that time OR**, in the instance that the Equipment *cannot* be replaced, the cost of new **substitute** Equipment that can be used for the same purpose as the lost, damaged or destroyed Equipment.

12. LIMITATION OF LIABILITY

The liability of the Owner is limited as follows:

- a). The Owner is **not** liable to the Hirer for *any* loss, damage or inconvenience which the Hirer might sustain as a consequence of the **Hirer**
 - I. ordering the wrong Equipment and /or
 - II. insufficient quantities of the Equipment and / or
 - III. where the Equipment is hired for a purpose which is outside of the Equipment's specifications.
- b) The Owner is **not** liable for any damage, loss or inconvenience suffered by the Hirer as a consequence of late Delivery of the Equipment to the Site:
 - i. If the Hirer has accepted the Offer to Hire *less than 72 hours prior* to the required Delivery Time.
 - ii. If the Site is more than 20 kilometres from the Owner's Premises, then the Owner will have no liability arising from late Delivery if the Acceptance by the Hirer is received *within five (5) days* of the booked Date of Delivery to the Site.
- c) The Owner will have **no** liability to the Hirer
 - i. when it is the responsibility of the Hirer to **prepare the Site** for the Delivery and Installation of the Equipment and / or
 - ii. where it is the responsibility of the **Hirer to collect the equipment** from the Warehouse and / or

iii. at the time of Delivery of the Equipment to the Site by the Owner, the Site is not prepared or the Facilities are not available or unsuitable.

d) The Owner will have **no** liability to the Hirer for **any** damage or loss which the Hirer might sustain.

e. **Weather Considerations**

i. We do **not** issue refunds for occurrences **that are beyond our control, including** factors such as harsh weather conditions and other natural disasters.

ii. **Before** securing a booking, it is the *responsibility of the Hirer* to check the forecasted weather conditions for the date(s) of the booking with an *official* weather authority, such as the Bureau of Meteorology. The hirer is responsible for *continuing* to monitor the forecasted weather through to and including the period of the Contract.

iii. All Marquees are a *temporary* structure and should be used *only* as temporary shelter.

iv. The materials of the roof and walls are designed to be water *resistant* and to shelter people inside them from rain.

However, Concept Event Hire **cannot** 100% guarantee that the rooves and walls of Marquees will admit **no** rain.

v. Our Marquees can withstand up to 35 km / hour wind.

vi. Booking cancellations due to *mild through to extremely* windy weather must be made **at least** 6 days prior to your booked event date.

vii. **In windy conditions**

1. Side walls and poles of marquees may shift back and forth

2. Poles may scratch or damage floors during the time each marquee is being set up and / or erected and / or packed up.

3. Concept Event Hire is **not** liable for any scratches on floor surfaces.

viii. A **Pavilion Heavy Duty** Marquee is **highly** recommended for wet and / or windy conditions.

ix. In **rough** and / or **extreme weather conditions**, Concept Event Hire **strongly** recommends that the Hirer does **not** allow guests to remain inside the hired shelters. This is for the safety of the Hirer and Hirer's guests.

- x. Concept Event Hire is **not** liable for all and any accidents, injuries & damages that are caused by
 - 1. any adverse weather that may arise *and / or*
 - 2. our staff during and after set up / pack up *and / or*
 - 3. other factors which are **beyond our control** including, but not limited to, the weather, fire and other natural disasters.
- xi. In **extreme** weather conditions at the Site, the Hirer **must immediately** contact Concept Event Hire to pack up the Marquee shelter(s):
 - 1. For **any** reason, once the Marquee shelter set up is completed, any request for Concept Event Hire's employees to return to your location to make adjustments to your Marquee Shelter **will incur** an additional fee of up to \$1000.
 - 2. If due to adverse weather or other natural disaster conditions Concept Event Hire is unable to pack up the Marquee and all its belongings at the agreed time, the Hirer will be charged an additional hire fee which will accrue per day.

6. DAMAGED GOODS

- a) All broken or damaged Goods must be returned to Concept Event Hire. If they are not, they are missing Goods.
The Hirer agrees to pay for all missing goods at full replacement value.
 - b) The damage waiver does **not** cover any loss of Goods, intentional or accidental damage and / or loss caused by vandalism or theft.
 - c) Dirty goods will incur an additional cleaning fee of **up to** \$1000 per item.
- Any goods returned in an altered, dirty or waterlogged condition resulting in the Goods being permanently damaged, the Hirer will be charged for the replacement cost of those goods.