



Gippsland Barrels

EST. 2020

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ABN: 31 658 924 505

To Hirer

Please see attached our **terms and conditions and waiver** of our hire products.

Please read over our **terms and conditions** carefully before proceeding to hire. Make yourself aware of "cleaning fee" and "set up and pack up of Equipment" **terms and conditions** as this may affect your hire.

If you have any questions about our terms and conditions, please feel free to contact us directly to discuss them.

We will send you an estimate to accept prior to invoice, **by accepting this estimate it is accepting our terms and conditions and waiver as outlined in this document.**

Sincerely,

Melanie & Benjamin Macpherson
Gippsland Barrels

TERMS & CONDITIONS



Definitions used in these Terms and Conditions of hire "Equipment" means the items hired out by the owner to the hirer

"Hirer" means any person, company, corporation or government agency or its representative who shall hire equipment or engage the services from the owner

"Owner" means Gippsland Barrels ABN 31 658 924 505 "Terms" means these terms and conditions

Cancellations

The hirer agrees that any cancellations will incur a \$50 admin fee. Any bookings canceled within 7 days of the hire date will incur 50% of the total deposit charge. Bookings canceled within 48 hours of the hire date, or no-shows, will be charged 100% of the hire deposit. If equipment is not returned on the day of return then hire charges will apply based on the normal daily hire rate or forfeit full deposit.

Set up & Pack up of Equipment

Unless agreed in quote/invoice, the owner is not responsible for the set up and removal of equipment. If set up and pack up of items are required, the owner will charge a \$100 set up and \$100 pack up fee. If this is not arranged prior, then owner has said right to take this amount from hire deposit. Please have all hire items neatly packed up prior to collection or will this fee be charged. (Umbrellas must be in protective bags provided, Stools stacked, and Fairy light umbrellas closed and ready for dismantle).

Umbrella Hire

Fairy light umbrellas hirer MUST weight umbrellas down with provided weights on all four corners. Umbrella barrel umbrellas MUST be "U" clipped under barrels and locked in at all times, not to be used during high winds.

Always close umbrellas when not in use and before any bon-fires/fire pits are lit so ash or embers do not fall onto open umbrellas.

No responsibility/liability will be taken but owner if all these above safety procedures are not taken.

Owner's responsibilities

The owner's responsibility, prior to dispatch, is to ensure that all equipment for hire is thoroughly inspected, photographed and cleaned.

Inspection

The hirer accepts that the owner has the right to inspect the condition of the equipment at any time during the period of hire with or without the notification of the hirer.

The hirer agrees to cooperate fully with the owner at all times and shall indemnify the owner from any claims including trespass while exercising the owner's right to inspect the equipment.

Ownership

The equipment supplied for hire remains at all times the property of the owner.

Insurance

The hirer agrees to maintain at its own expense all appropriate insurance policies for theft and damage to the equipment hired in an amount not less than the full replacement cost of the equipment hired.

The hirer agrees to maintain at its own expense, all appropriate insurance policies for liability, property and casualty insurance cover in amounts necessary to fully protect the owner and its equipment against all claims, loss or damage.

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Release and Indemnity

The hirer hereby releases the owner from, and agrees to indemnify the owner in respect of any third party claims, actions, suits, demands, costs and expenses for damages or injury to persons, death, loss of income or damaged caused to the hirer or its property arising directly or indirectly out of the hire or use of the equipment by the hirer or these terms.

Acceptance of terms and conditions

The hirer hereby accepts the terms and conditions in its entirety and acknowledges that its acceptance is a requirement for the release of the equipment into the hirers care by the owner.

Hirer's responsibility

- It is the Hirer's responsibility to check all the equipment ordered for damages or discrepancies and shall in which case notify the owner within four hours of delivery or collection.
- The hirer agrees that they are aware of the use for which the equipment is designed and will use the hired equipment only for the intended use.
- When the hirer is content with the order, upon receipt of the equipment, they agree that the products are in good condition and adequate for the intended purpose.
- The hirer also accepts responsibility for the equipment from the time of delivery or collection until the equipment is returned to the owner.
- The hirer must assume the risk of and indemnify and hold the owner not responsible for any injury or property damage as a result of the use of the equipment.
- The hirer shall use the equipment in a safe and proper manner and only for the purpose in which it was designed.
- The hirer shall also ensure that the equipment is returned or left ready for collection in a clean and sound condition.

Payment Terms

The hirer agrees to pay the owner's hire charge, including a deposit as well as any cost incurred due to damages or repairs to equipment as a result of the hirer in a manner specified by the owner.

Upon the owners satisfaction of the condition of the equipment once returned, the deposit shall be returned to the hirer as soon as possible.

The owner reserves the right to amend or revise its rate or charges at any time without notice.

All costs including delivery fee and deposit shall be paid to the owner before the equipment is delivered or collected.

Subsequent charges for any loss or damage of equipment shall be paid to the owner

Loss or damage to equipment

If when returned to the owner, the equipment is found to be unclean, missing or in poor condition, the hirer accepts the owner's right to withhold the full amount of the deposit, or part thereof to the extent that any costs incurred by the owner to repair, clean or replace equipment are reimbursed.

If the cost to repair, clean or replace equipment exceeds the deposit put forward, the hirer agrees to pay the outstanding balance within seven days of receipt of an invoice sent by the owner.

Any rips, holes, burns or unmovable stains using standard washing techniques to umbrellas will result in the hirer being charged the full replacement cost of the item.

Loss, Theft or Damage

The Hirer accepts full financial responsibility for any loss or damage to hired equipment including but not limited to:

- Theft or disappearance
- Fire damage
- Weather damage
- Guest misuse
- Accidental damage
- Transport damage
- Vandalism

If equipment is lost, stolen or damaged beyond repair the Hirer agrees to pay the full replacement cost determined by Gippsland Barrels.

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Cleaning Fee

If the hire items are returned in a dirty state a \$100 cleaning fee will be taken from the hire deposit paid to owner to cover cleaning of items. Also see above "Loss or Damage to Equipment" for extensive damage and cleaning rights.

Transport and removal

The hirer must not transport any equipment hired without consent from the owner and subject to the owner's approval of the manner of transportation.

The hirer must not remove the equipment from the agreed place of use without consent from the owner unless transporting the goods back to the owner in a manner that has been approved by the owner.

Force majeure

If the owner is at any time unable to perform any of its obligations by reasons out of its control (including but not limited to acts of god, civil unrest, inclement weather, riots, military intervention or fire) the owner shall be relieved of its obligations as stated in these terms to the extent of which is effected by the force majeure and shall provide the hirer with a written notice to that effect.

The owner shall not be liable for any cost incurred by the hirer for any damage or loss as a result of the force majeure.

Liability Waiver

The hirer accepts full responsibility for equipment from the time of delivery or collection until the items are returned and inspected by Gippsland Barrels.

The hirer accepts liability for theft, fire damage, vandalism, guest misuse, weather damage or accidental damage.

Key Hire Terms

- Equipment remains property of Gippsland Barrels.
- Hirer responsible for loss, theft or damage.
- Items must be returned clean and in good condition.
- Umbrellas must be weighted and not used in high winds.
- Equipment must not be placed near fire pits.
- Use equipment only for its intended purpose
- Ensure equipment is supervised during the event
- Protect equipment from fire pits, candles and open flame
- Protect equipment from high winds and severe weather
- Secure equipment against theft

Replacement Cost Schedule

Item	Replacement Cost
Standard Wine Barrel	\$290
Red Gum Slab	\$1000
Esky Barrel	\$250
Black Stool	\$40
Fairy Light Umbrella	\$350
Market Umbrella Barrel	\$700
Barrel Heater	\$550
Market Umbrella	\$250

Limitation of Liability

To the maximum extent permitted by Australian law, Gippsland Barrels shall not be liable for:

- Personal injury
- Property damage
- Loss of income
- Event interruption
- Third-party claims

arising from the use of hired equipment.

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Transfer of Responsibility

The Hirer accepts full responsibility for all equipment hired from the moment it is:

- Delivered to the event location

OR

- Collected by the Hirer

Responsibility remains with the Hirer until the equipment is returned to Gippsland Barrels and inspected.

