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**ALEX & CO EVENT HIRE**

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**TERMS AND CONDITIONS FOR EQUIPMENT HIRE**

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## **OPERATIVE PART**

### **1. Definition**

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- (a) The "Owner" is Fairall Family Trust trading as Alex and Co Event Hire.
- (b) The "Hirer" refers to the person, firm or corporation hiring equipment from the Owner.
- (c) The "Equipment" means all the equipment and accessories supplied to the Hirer.
- (d) "Terms" means these Terms and Conditions of Hire.

### **2. Ownership**

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The Equipment supplied for hire expressly remains the property of the Owner.

### **3. Use of Equipment**

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The Hirer uses the Equipment at their own risk and must:

- (a) Decide the suitability of the Equipment for the purpose required;
- (b) Use the Equipment in a skilful and proper manner and only for the purpose and within the capacity for which it was designed;
- (c) The Hirer will provide full details of the venue including but not limited to –
  - (i) Name of venue, address of venue, contact number for the person on the day of delivery
- (d) The Hirer will not move the equipment from the venue listed on the invoice, the equipment should be moved under cover after the event if outside to avoid damage. from weather conditions, including but not limited to high winds, tree damage and storms.
  - (i) The hirer will not move the equipment to another location for the purpose of extending the event, i.e. from Ceremony to the Reception - Ceremony chairs are booked for a specific time frame
  - (ii) On the day delivery and pick up will need to be made if there is no undercover arrangements available.
  - (iii) If the Owner arrives at the venue and there is no undercover facilities for before and after the event and nothing is going to be provided, the Owner reserves the right to cancel the booking or delay delivery until undercover arrangements have been made. Any costs for delaying or cancelling will be covered by the Hirer.
  - (iv) The Owners insurance does not cover the moving of equipment in the Hirers vehicles, any damage to equipment as the result of transporting in the Hirer's vehicle will be charged to the Hirer accordingly.

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- (e) At their own expense clean and maintain the Equipment in good order and substantial repair and condition;
    - (i) The Owner will deliver items in suitable boxes, crates or packaging. The Hirer is to ensure the items are clean, repackaged and returned in the original crates, boxes or packaging.
    - (ii) Glassware and dinnerware are to be returned handwashed (in warm water) and be fully dry before being repackaged by the Hirer. Items that can be put through the dishwasher will be labelled.
    - (iii) All linen is to be shaken or food waste etc, folded and put into the plastic bags. Any damage such as hard to remove soiling, stains, tears, rips must be advised by the Hirer on return. A fee for the damage may be charged and the Bond reduced according to the amount of damage. DO NOT wash linen.
    - (iv) Table décor should be returned clean and dry, having all plant or candle material removed. Vases and votive, candle holders should be handwashed in warm water.
  - (f) Clean the Equipment properly and thoroughly upon completion of hire or be charged a cleaning fee of a reasonable amount be determined by the Owner to have the Equipment reasonably cleaned. The option to have items cleaned by the owner needs to be selected and paid for prior to the event.
  - (g) Be responsible for the safe keeping of the Equipment;
    - (i) Keep Equipment safe from fire and smoke damage; i.e. near a fire pit.
    - (ii) Smoke damaged; including but not limited to smells, burns, caused by fires. Firepits, BBQ's will incur a cleaning fee depending on damage.
  - (h) Be responsible for and indemnify the owner against all claims in respect of injury to persons, or damage to property, arising out of the use of the Equipment by the Hirer, their agents or contractors during the hire period however arising;
  - (i) Not sell hire lease or otherwise part with possession of the Equipment or assign the benefit of this hire agreement or remove the Equipment from the state; and
  - (j) Not alter the Equipment in any manner without the express written approval of the Owner.

#### **4. Bond**

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- (a) The Owner sets a refundable Bond deposit at an amount determined by the Owner depending on factors such as total equipment hire, location and security and is separate to the Hire Fee and will be added to the total amount of the tax invoice. The minimum bond will be \$100. The Bond will cover any accidental damages or broken equipment up to the total amount of the Bond.

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- (b) Upon payment of the Bond, any damages, loses, breakages above this amount is to be paid to the Owner. All reductions to the Bond amount will be documented to the Hirer for clarification.
  - (c) All damaged or broken Equipment must be returned to the Owner.
  - (d) Failure to return accidentally damaged or broken Equipment will result in the Equipment being deemed by the Owner as missing goods which the Hirer agrees to reimburse the full replacement costs to be determined by the Owner within 7 days of collection of the remaining Equipment.

## **5. Payment and Deposit**

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- (a) Within 7 days of acceptance of the invoice/quote and signing of these terms and conditions, the Hirer will pay to the Owner a deposit equal to 25% of the entire agreed amount. This will secure the equipment for the Hirer, failure to pay in this agreed time results in the equipment being made available for hire by other parties.
- (b) No later than 14 days prior to the Hirer taking possession of the Equipment, the Hirer will pay to the Owner the remaining 75% of the total agreed upon amount including the Bond.
- (c) A payment plan can be arranged for the remaining 75% including Bond and put into the quote/invoice.
- (d) All payment terms cannot be varied unless in writing and contained in the Quote and/or Invoice provided by the Owner to the Hirer. Email is our preferred form of correspondence for variation of terms.

## **6. Cancellation/ removal of items/ final numbers**

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- a) Cancellation of an order once it has been confirmed will result in forfeit of the 25% deposit.
- b) Cancellations 21 days before hire commence will result in 50% of payment.
- c) Items cancelled the 14 days of delivery will be charged the full amount except refundable bond.and delivery fee.
- d) No cancellation by the Hirer will be acknowledged, or valid, unless it is received in writing/via email.
- e) Once a deposit is made the booking can be adjusted up to +/- 10% up until 14 days prior to the event, excluding custom builds and/or subcontracted equipment which are charged at 100%. An administration fee of up to 20% of the value of the items removed may be charged, with a minimum of \$75 administration fee.
- f) In order to provide you with the best service & availability of Equipment, final guest numbers are due fourteen (14) working days (excluding public holidays) prior to the Customer's event. These are the minimum guest and Equipment numbers on which we will base all charges on; numbers may increase after this point by mutual agreement. An administration fee may apply

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## **7. Delivery and Collection**

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- (a) The Owner will deliver the Equipment at a price and within the timeframe as stated in the Invoice and/or Quote. Please ensure all time frames are discussed and agreed upon in writing before the event.
- (b) All Equipment will be delivered to the site identified in the Quote and/or Invoice and collected from that site. The cost of the delivery and collection is the responsibility of the Hirer.
- (c) The Owner is not responsible for completing or assisting the Hirer to set up or pack up the Equipment except for items identified by the Owner as requiring the Owner to assist in set up e.g. festoon light rigging.
- (d) If the owner is required to assist with any set up of the Equipment, an additional set up fee for those items will be included in the Quote and/or Invoice.
- (e) The Hirer is to ensure that the Equipment is ready for collection at the agreed upon time in the original packaging, crates, etc.
- (f) The Owner and Hirer will visually inspect the Equipment at Delivery and Collection.

## **8. Extra services offered**

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- (a) Beside Hire with delivery and collection, Alex and Co Event Hire will from time to time offer different services. All terms and conditions associated with these services will be explicitly written into the quote and/or invoice.
- (b) Signing for and or paying for the agreed terms set out in such invoice become part of these terms and conditions. Any changes will also need to be in writing and will also form part of these terms and conditions.
- (c) Set up of equipment does not involve planning months/weeks before the day or co-ordination of the other vendors or managing the proceedings on the day. These are additional charges if required.
- (d) Set up is limited to the equipment stated in the quote/invoice unless prior arrangements have been made and are included in the invoice as part of these terms and conditions, including releasing Alex and Co Event Hire from all indemnity in setting up other suppliers' equipment.

## **9. Limitation of Liability and Indemnity**

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The Hirer hereby indemnifies and holds indemnified the owner from and against all claims, actions, suits, demands and expenses in any way arising from injury, death, loss of income or damage caused to the Hirer or its property, or any other third parties or property, in respect of the Equipment hired.

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**10. Termination**

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- (a) Without prejudice to any other remedies available to the Owner and notwithstanding any period of hire specified the Owner may terminate this Hire Agreement at any time after giving the Hirer one days' notice of termination or without notice if the Hirer shall commit any serious breach of the Hire Agreement.
- (b) Upon termination the Owner shall be entitled to take possession of the Equipment and for this purpose the Hirer irrevocably appoints the Owner its attorney and authorises the Owner or its agent to enter on any land or premises owned by or under control of the Hirer and recover the Equipment and will pay for and indemnifies the Owner against any claims, losses, damages, costs and expenses arising out of the repossession of the Equipment.

**11. Loss and Damage**

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The Hirer is responsible for the intentional loss and damage to the Equipment whilst on hire. The Hirer will pay for any intentional losses, damages, costs and expenses suffered by the Owner including but not limited to theft, damage resulting from misuse or use violating statutory rules and regulations or the negligence of any person while the Equipment is in the possession of the Hirer.

**12. Miscellaneous**

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The Owner reserves the right to take photos at event locations utilising the Owner's Equipment. Photos are taken with a focus on the Equipment and are selected with due care to exclude recognisable private property and persons. Photos may be used in publications or other media produced, used, or contracted by the Owner.

**13. Authority to sign agreement**

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If this Hire Agreement is signed on behalf of the Hirer then the person signing covenants that they have the authority to sign this Hire Agreement as a duly authorised agent of the Hirer and accepts personal responsibility for the performance of the terms of this Hire Agreement.

**14. Entire Agreement**

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The Agreement is constituted by any invoice or quote given to the Hirer by the Owner and these terms and conditions only.

Any additions or variations to this Agreement needs to be in writing and agreed upon between the Owner and the Hirer.

**15. Acceptance of Agreement/Terms and Conditions**

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The Hirer hereby unconditionally accepts the above terms and conditions and acknowledges that its acceptance is a condition to taking possession of the equipment from the Owner.

I/We have read and agree with the conditions of hire set out above.

I/We agree to hire the Equipment listed on our confirmed order in accordance with such conditions.

*Signature:*

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*Print Name:*

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*Date:* \_\_\_\_\_

Received by Alex and Co Event Hire

*Signature:*

*Print Name:*

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*Date:* \_\_\_\_\_