



ABN: 81 434 973 580

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Address: Unit C, 28 Walker Street, South Windsor NSW 2756

Hire and Service Agreement

These are the terms and conditions subject to which we (Tahlula's Event Hire) allow you (the hirer) to hire our equipment (including all items that we offer for hire) and/or provide styling services. By signing this agreement, paying us any fees or taking possession of our equipment you agree to be bound and it will be deemed consent to these terms and conditions.

1. We own the equipment and hire it to you for the hire period, for a fee detailed in the quotation and schedule of fees. You may not deal with the equipment in any way which is contrary to our ownership of it.
2. The quotation is an invitation to hire or receive services. Neither of us is bound to this agreement as a contract until you consent to the terms and conditions, pay the required deposit and/or bonds specified in the quotation and we confirm your booking.
3. This agreement, the quotation and our schedule of fees together contain the entire agreement between us and supersede all previous agreements and understandings between us.
 - 3.1. In the event that the quotation and schedule of fees are contradictory for an item, the quotation will apply unless there is an obvious error.
 - 3.2. By consenting, you accept the terms set out in the agreement, quotation, and schedule.
 - 3.3. It is the responsibility of the hirer to ensure they receive a quotation and the schedule that apply to their hire or service.
4. Equipment must only be used at the site or sites (the site) specified in the quotation and may not be sub hired without our consent.
5. Equipment must only be used for its normal function as determined by us.
6. Risk in the equipment passes immediately to you when the equipment leaves our possession and you are responsible for care of all items. You remain responsible until the equipment is safely returned to our possession.
 - 6.1. Leaving our possession is defined as when you or a representative physically come in contact with equipment at our facility, you interfere with the item during our set up at the site, we communicate that we have completed set up at the site or we leave the site.
 - 6.2. Returned possession is when we formally acknowledge that all equipment is returned to our facility or we commence pack up at your site.
 - 6.3. Interfering with our pack up will be deemed interfering with our possession and

further acceptance on your part of risk in the equipment.

7. All damage to or loss of equipment during the hire period will be the financial responsibility of the hirer, regardless of party at fault unless it can be proven the damage or loss was due to the actions of Tahlula's Event Hire or our representative whom was acting as our representative at the time of damage. Damage liability includes damage due to weather or other natural events.
 - 7.1. Any damage discovered after a hire period will be deemed to have been the responsibility of the most recent hirer, up to three months post hire.
 - 7.2. Replacement, repair or cleaning will be at our discretion and costs will be passed on in full to the hirer. Costs include staff time and delivery in order to restore equipment to the original condition.
8. Any theft or damage by third parties must be reported to us and the police immediately. In the event this occurs, clause 7 applies.
9. At no time are fabrics to be cleaned by the hirer without our written permission.
10. All equipment must be returned in a reasonably clean manner as determined by us.
 - 10.1. Blackboards must be free of all writing and dust.
 - 10.2. Equipment must not be covered in rice, confetti, glitter, wax, pen, marker or similar foreign objects that were not on the equipment prior to hire.
 - 10.3. If unsure of the state of cleanliness required for each piece of equipment or the method of cleaning you must contact us for instructions.
 - 10.4. All damage during cleaning for equipment while in your possession will result in fees being passed on to you as specified in clause 7.
11. It is the responsibility of the hirer to confirm the condition of all equipment is undamaged prior to the hire period and that all equipment is present at the time of pick up, delivery or set up as detailed in the quotation.
 - 11.1. If there is a defect, incorrect or missing equipment we must be notified within a reasonable time. Any notification must include specific details of the issue.
 - 11.2. If we are not notified within 1 hour of you gaining possession, this will be taken as agreement that the equipment provision requirements of this agreement have been met.
 - 11.3. We will not be liable for any loss due to equipment covered by this clause.
12. If equipment fails during the hire period, we are to be notified immediately and we will endeavour to repair or replace the equipment. If the equipment failure is not proven to be a manufacturing fault, clause 7 will apply.
13. It is the responsibility of the hirer to have an adverse weather plan in place for

any event that may be effected by weather or natural disasters. All equipment must remain protected from weather and any items that are not useable due to weather will still incur the full hire fee. Tahlula's Event Hire makes no guarantees that they can accommodate substitutions of equipment hired due to weather.

14. If a bond is requested in the quotation in addition to the deposit, this will be held as security against damage to the equipment until all equipment is returned in a satisfactory condition.
 - 14.1. If we deem any damage to our equipment has occurred during your hire period, you authorise us to use the bond to restore equipment as detailed in clause 7.
 - 14.2. This does not limit your liability and all restoration costs above the amount of bond held remain the responsibility of the hirer.
15. The deposit required for the agreement to take effect is considered partial payment in advance of the hire and/or service fee.
16. All deposits and bond must be paid within 5 business days of booking or immediately if the hire period will commence within one month. We reserve the right to cancel any booking when this does not occur and charge for all costs to that date.
17. All hire and service fees must be finalised 1 month prior to the hire period commencing. We reserve the right to cancel any booking when this does not occur and remove all costs to that date from the deposit and refund the balance to the hirer.
18. All initial consultation fees and site visits must be paid in advance or these services will not be provided.
19. All damage or services invoiced separately to hire, must be paid within 5 days of invoice.
 - 19.1. Late payments will accrue 30%pa interest calculated daily.
20. If you elect to pick up the equipment from our facility, no assistance will be provided to load or unload the items. This includes no mechanical aides.
21. If we agree to deliver the equipment to the site for your set up, the hirer or an approved representative must be at the site to accept delivery of the equipment. No equipment will be left unattended.
 - 21.1. If delivery can not be completed during the first attempt, all additional costs for additional attempts will be the responsibility of the hirer.
 - 21.2. Delivery times are as set out in the quotation or by variation agreement. Any variation to delivery within 5 business days of the agreed delivery time, may incur additional fees at our discretion.
22. If set up or pack up is to be undertaken by us and can not occur at the time specified in the quotation due to any party other than us, additional fees will be incurred by the hirer

at our discretion.

23. If we are not able to provide equipment at the time specified in the quotation or variation, we will not be liable for loss incurred by the hirer.
24. For all work completed outside of 9am to 5pm Monday to Friday, an additional fee may be charged as detailed in the schedule of fees.
25. If workplace health and safety requires overnight accommodation for our representatives as part of fulfilling your requirements as detailed in the quotation, the full cost of this will be passed on to the hirer.
26. If any equipment requires a qualified tradesperson or professional to install it on site including rigging, the full cost of this service by a sub-contractor will be passed on to the hirer.
 - 26.1. If the hirer elects to complete set up themselves, they must ensure the use of professionals and qualified tradespeople as required by law or to prevent damage to the equipment.
27. If equipment is returned after the hire period has concluded, the full daily hire fee will be payable for each day or part thereof that the return is delayed.
 - 27.1. If equipment is not returned within 2 business days of the hire period, the hirer will be liable for the full cost of replacement with new equipment for each item and the staff and delivery costs for replacement.
28. The hire or service detailed in the quotation may be cancelled by the hirer at any time in writing.
 - 28.1. If the hirer cancels the hire and/or service, all costs incurred to date including consultation and contractor fees will be deducted from the deposit and the balance will be invoiced if above the deposit amount.
 - 28.1.1. In addition, cancellation by the hirer between 6 months and 3 months prior to the hire period, 50% of the quoted fee will be payable by the hirer.
 - 28.1.2. Cancellation by the hirer with 3 months and 1 month notice prior to the hire period, 75% of the quoted fee will be payable by the hirer.
 - 28.1.3. Cancellation less than a month prior to the hire period will result in 100% of the hire fee being payable by the hirer.
29. This agreement will be terminated once all fees have been paid to us and all equipment returned to our warehouse.
 - 29.1. It may be terminated in writing by us at any time without liability for loss to the hirer or any third parties.
30. Variations may be made to this agreement in writing with the consent of both parties.



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- 30.1. Variations of terms including equipment and style will not be accepted within 2 weeks of the hire period.
- 30.2. All costs for variations initiated by the hirer will be payable by the hirer. If a variation results in an increase to the agreed fees, this increase must be paid in full at the time of variation in order to give the variation effect.
- 31. Electronic communication in the form of email is an accepted form of written communication for this agreement.
- 32. All warranties, conditions and terms implied by statute or common law are excluded from this agreement as permitted by law to the fullest extent.
- 33. No verbal agreements or advice form part of this agreement.
- 34. We make no warranties that items are fit for purpose.
- 35. We are not liable for any injury, death or other damage that arises from the use of our equipment or the actions of the hirer.
- 36. If any term in this agreement is found to be legally void, invalid or unenforceable this does not void the remaining terms of the agreement.
- 37. Any disagreement is to be attempted to be resolved by mediation at the hirer's expense prior to legal proceedings being commenced.
- 38. Failure to comply with this agreement by Tahlula's Event Hire that is out of our reasonable control will not render us liable for loss to the hirer or third party.

I, for myself or the Hirer who has authorised me, confirm that I have read the hire agreement and consent to the terms. I note that no contract exists between us until Tahlula's Event Hire confirm my booking.

Name of Hirer / Representative: _____

Hirer / Organisation (if applicable): _____

Full address of Hirer: _____

Signature for Hirer: _____ **Date:** _____