

RENTAL CONDITIONS
PLEASE READ CAREFULLY

Please note on confirmation of order you are bound by the following Terms & Conditions whether signed or not.

1. In these Conditions

- a. The 'Owner' is The Party Company Pty. Ltd.
- b. The 'Customer' is the person, firm or corporation named on the face of the Rental Agreement.
- c. The 'Goods' mean all equipment including all accessories supplied to the customer.

2. Customer Responsibilities

The Customer is responsible:

- a. For all Goods rented from the time of delivery until Goods are collected by the Owner or from the time of collection until returned to our store by the Customer. All damage to, and or shortages of Goods to be charged to that Customer during that period.
- b. To make sure Goods are thoroughly washed, cleaned and packed in respective cartons etc. and that all tables and chairs are stacked for collection. A cleaning fee will be charged if Goods are returned dirty. The driver will not pack the Goods.
- c. For Goods dispatched by bus, road transport, rail, sea or airfreight. Erecting and dismantling the Goods when carried out by the Owner shall be at all times at the Customers risk and expense.
- d. Payment for Goods must be done in full prior to the delivery or collection. A 20% deposit of the total hire is required within 7 days of accepting the order to secure all hire items.

3. Rental Rates and Quotations

- a. All quotations are subject to inspection of the site and to erection and dismantling of Goods rented, in ordinary working hours. If grounds or floors are uneven, an extra charge for time and materials will be charged for levelling etc.
- b. Prices quoted are for one day rental. Each additional day will be charged at 20% of the daily rate unless otherwise quoted in writing (including late returns).
- c. All prices are subject to change without notice.

4. Repossession by the Owner

Notwithstanding anything herein contained the Owner may at any time (without giving reason therefore) repossess the Goods without notice.

5. Delivery and Pick-up

- a. Delivery and Pick-up is at Customers expense.
- b. Prices quoted are for delivery and pick-up on street level. Deliveries to higher or lower levels of if tables and chairs require to be set out, drivers time will be charged for.
- c. If Customers order results in extra time or overtime by the Owners employees the cost hereof is payable by the Customer.
- d. Goods not delivered by the Owner will only be piked up if requested by the Customer and at the Customers expense - late returns charged at 20% of the daily rate.
- e. Customer orders will be delivered or are available for collection on the dates stated on order form or invoice.
- f. The Owner will do its best to carry out delivery instructions but accept no responsibility for the non-arrival of Goods at specific time. No specific time can be given for deliveries or collection due to unforeseen circumstances.

6. Substitution

The Owner reserves the right to substitute any portion of the Customers order with the nearest Goods.

7. Cancellation

Marquees, Structures or General Hire: The Customer shall give 7 days notice to the cancellation of Goods or part thereof, failing which the Customer shall pay 20% of the total rental charge.

Wedding Functions: The Customer shall give 4 weeks notice to the cancellation of Goods or part thereof, failing which the Customer shall pay 50% of the total rental charge.

Orders cancelled on day of delivery or collection will be charged 100% cancellation fee.

8. Packing

- a. Goods are delivered clean, but no warranty is given to fitness for use without washing.
- b. The Owner will rent Goods to the nearest standard pack of the quantity ordered.
- c. Where the Owner receives Customers Goods in error the Customer shall claim within 21 days from the date of Invoice or Order Form, otherwise Goods will be disposed of without liability to Owner.

9. Insurance

Goods are insured by the Owner while in transit on Owner vehicles only.

10. Indemnity

The Customer shall indemnify and keep indemnified and save harmless the Owner, the Owners servants and agents for damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from the use, maintenance transport, operation of the Goods or otherwise and whether resulting from the negligence of the Owner, its servants or agents or otherwise.

11. Exclusion of Liability

The Owner shall not be liable to the Customer or the Customers servants or agents for any damages, suits, actions, claims and demands of every description whatsoever and howsoever arising directly or indirectly from representations, warranties, terms and conditions expressed or implied (except in so far as statutory conditions and warranties cannot be excluded under Part V Division 2A of the Trade Practices Act 1974 or relevant State Legislation), use, maintenance, transport, operation of Goods or otherwise and whether resulting from the negligence of the Owner, its servants or agents or otherwise.

12. Operations of Clauses 10 and 11

Clauses 10 and 11 hereof to the extent they are inconsistent with other clauses, terms or conditions of the Agreement are to over ride clauses and be part of paramount force.