



Hire / Mad Parties & Supplies

Bridge Road

SA 5095

Rite Party

Shop 1/28

POORAKA

Phone: 08

81629888

contactus@ritepartyhire.com.au

Email:

www.ritepartyhire.com.au

Terms and Conditions of Hire

(subject to change without prior notice)

In these conditions

1. Customer Details and correct delivery information:

- Please ensure that all details carefully and advise any errors immediately.
- There will be no re-delivery if address details are not correct.

2. Payment types

All Rite Party Hire accept :-

By Phone - MasterCard, Visa, Cash

In Store - Cash, EFTPOS, Visa/MasterCard

Online - PayPal, Visa/Mastercard, By Direct deposit

Special circumstances and by prior approval by management - Bartercard(conditions apply)

Full payment (less security deposit) is due prior to or on delivery (with prior approval from management).

3. Deposits/Bonds

NON – REFUNDABLE DEPOSIT

Non-refundable deposit of either \$50 or 30% whichever is greater is required upon booking or within 3 days of booking. Failure to pay this non-refundable deposit may mean the equipment may not be available to hire. Paid by either Visa/Mastercard, Direct deposit.

Bonds - required at the discretion of management

4. Delivery/Collect and Pickup/Return details.

Deliveries

WE WILL TRY TO ENDEAVOUR TO GIVE YOU SPECIFIC DELIVERY or PICKUP TIMES BUT THIS CANNOT BE GUARANTEED.

Equipment will not be supplied without pre-payment either in-store or by phone or by Management approval prior to collection. Extra trips to Deliver/Pickup will be charged for.

Marquee cost includes FREE delivery and setup within a limited area of Modbury, outside this area a delivery fee will be charged. If a marquee is collected in addition to other items then an additional delivery fee will be charged separately.

Collection/Return to shop

Please ensure that all hire items are securely fastened during delivery and return to Rite Party Hire. Please bring ropes and blankets to protect equipment.

ID is required for customer collects. If items are broken in-transit - the Hirer will be charged a replacement fee. If the items are returned broken, missing and/or damaged a replacement fee will be charged to hirer's credit card. If the items are returned dirty (i.e. not washed, food/drink/lipstick residue etc) then a cleaning fee will be deducted from the bond or charged separately to the hirer.

5. Cancellations

In the event of cancellation with less than 7 days' notice or **ON DAY OF FUNCTION/DELIVERY**, the **ALL MONIES PAID** will be forfeited (NO REFUND). If a refund is issued it will be at the discretion of management and not guaranteed. If the Hirer cancels the Agreement prior to the commencement of the stated delivery date, then the Company reserves the right to charge **FULL BALANCE OWING** on the tax invoice, and as stated as follows: More than 30 days' notice, no charge; 30 days to 7 days, 50% of the hire total; 7 days' notice up to and including the date of hire, 100% of the quoted hire charge will be payable. If the Hirer decides after the items have been delivered and/or erected (marquees), that is not suitable for their requirements, the Hirer is responsible for full payment of the item installed (i.e. full payment of the erected marquee).

6. Breakages/Missing and /or damaged Items

The hirer shall accept all responsibility for any accident either to the persons or property arising out of the use of any equipment hereby hired however such injury or damage may arise or be caused. If the items are returned broken, missing and/or damaged a replacement fee replacement fee will be charged to the hirer. Damage to Hire Equipment during use or transportation by The Hirer is the responsibility of The Hirer and replacement fee will be charged to the hirer. If any time during the hire period The Hirer considers the equipment to be faulty, it is The Hirer's responsibility to contact The Company in the first instance by telephone or in person and report the problem. Failure to do so, or advice after use, will cause The Hirer to be responsible for all hire charges. The Company reserves the right to repair or replace the faulty equipment as soon as practicable during the hire period to the reasonable satisfaction of The Hirer. On no account should The Hirer attempt to repair The Equipment without prior consent of The Company.

7. Cleaning

If the items are returned dirty (i.e. not washed, food/drink/lipstick residue etc) then a cleaning fee will be charged to the hirer. A cleaning charge will be applied to all equipment not returned in the condition in which it was delivered. Linen need not be washed but must be returned dry, to avoid mildew. Mildewed linen will be charged at full replacement value.

8. Care of Equipment

The Hirer shall on completion of the hire period, ensure that the equipment is stacked carefully as it was received and packed securely in any packaging the equipment was received in when delivered. Extra charges may apply if equipment requires re-packing by delivery/pick up staff prior to transportation. Any equipment broken during transportation due to The Hirer being negligent in re-packing will be charged at full replacement value.

9. Loss or Damage to the Equipment

If the Equipment is lost, breaks down or is damaged, the Hirer must immediately notify the Owner of the details. Notification shall not absolve the Hirer from its obligations under these Terms. In the event that the Equipment breaks down or becomes unsafe to use, the Hirer shall immediately stop using the Equipment and take all steps necessary to prevent the Equipment from sustaining any further damage. The Hirer must also take all steps necessary to prevent injuries from occurring to any person or property as a result of the condition of the Equipment and must not repair or attempt to repair the Equipment without the Owner’s prior written consent. If the Equipment is lost or damaged and the loss of or damage to the Equipment is caused by the negligence or willful act or omission of the Hirer or the breach of any of these Terms by the Hirer, the Hirer shall without limitation be liable for;

- (a) any costs incurred by the Owner in repairing or replacing the Equipment;
- (b) hire charges for the Equipment until the Equipment is repaired or replaced; and
- (c) any other costs whatsoever incurred or loss suffered by the Owner as a result of the damage to or loss of the Equipment.
- (d) Streamers or pigment coloured decorations on or near the marquee can permanently stain. Each affected piece will be replaced in full at the customer's expense.
- (e) Linen – Full replacement cost for linen if there is candle wax damage.

10. In the Event of Inclement Weather

Inclement weather means fire, adverse weather conditions, wind, rain, storm, act of god. The Hirer is also responsible for ensuring that all equipment is stored in a cool dry place to avoid damage from inclement weather. The Hirer will immediately notify Rite Party Hire if any goods are lost, stolen, breaks down or damaged. In event of the goods becoming unsafe to use for any reason, (including fire, adverse weather conditions, structural damage or mechanical failure) the hirer will immediately cease to use those goods and take all steps to prevent damage of the goods and other property damage and personal injury and/or death. The hirer must not dismantle or repair, or attempt to dismantle or repair the goods without Rite Party Hire written consent. Any damage as a result of exposure to inclement weather (including strong winds) will result in the full replacement cost being charged in addition to the tax invoice.

Ensure that you ring us immediately on 0411402370 if the wind speed exceeds 80Km/hr

10. Liability and Insurance

Insurance is The Hirer’s responsibility during the hire period. The Hirer is responsible for the security of the equipment at all times during the hire period. Any lost, broken, damaged or destroyed equipment will be charged to The Hirer, at full replacement value. The Company accepts no responsibility for health or injuries or death sustained during the hire period of the equipment (as outlined on the tax invoice) and/or responsibility for Hirers equipment whilst under the marquees without adequate security. The Company does not take responsibility for the Hirer’s equipment being lost, stolen or damaged.

I hereby accept all terms and conditions as set out above

SIGNATURE: _____

NAME: _____ DATE: _____

Booking reference number: _____