



# Carlisle Events Hire Pty Ltd

61-65 FURNACE ROAD, WELSHPOOL WA 6106

Phone: (08) 9356 9622 Fax: (08) 9356 9633

## Terms and Conditions of Hire

Expansion on terminology used on this contract.

Unless otherwise stated, the words "the Hirer" include the servants, agents, or contractors of the hirer joint and severally.

Unless otherwise stated, the words "the Owner" include the servants, agents or contractors of the owner.

The term "Equipment" means any equipment hired by the owner to the hirer and includes all equipment, accessories, parts and items and/or devices affixed thereof or supplied therewith.

Prices are subject to change without notice.

**PRESERVATION OF PROPERTY:** The Hirer shall not alter, make any additions to, deface, erase any identifying mark and/or number and/or letter on, or in any other manner interfere

### TERMS AND CHARGES

The hirer will pay charges at the rate, and in the manner specified from the commencement of hire until:

A. The hirer returns the goods to the premises of the owner, or the hirer notifies the owner the goods are ready for collection and arrangements are made for the collection of the goods.

B. In the event of the hirer requesting the owner to transport the goods to or from the Owners premises and installing and/or collecting the goods, the hirer shall pay to the owner the owners ruling charges and expenses incurred in such delivery, collection and /or installing in addition to the hire charges.

C. All hire charges, delivery and collection fees and statutory charges where applicable shall be payable immediately on delivery and/or installation unless otherwise arranged in advance.

D. The hiring is personal to the hirer and is not assignable to any person, persons or company whatsoever.

E. Hire rates stated are based on the following period of hire and hours of usage: 24 Hours (1 Day).

F. If the hirer uses the goods outside the hours shown above, he will be liable to pay the Owner for the excess on a pro rata hourly or daily basis at the discretion of the Owner.

G. Any lost, missing or damaged equipment remains on a chargeable hire until full restitution is made.

Additional charges shall be made by the Owner at the Owners discretion for any of the following:

1. Removal and replacement of clothesline

2. Removal of any item that inhibits installation and/or removal of any marquee or hire equipment.

3. Labour cost (excluding marquee erection and /or removal) on an hourly rate per person for the setup and removal (stacking for pick up) of Party hire equipment, unless previously arranged. (Minimum charge, 1 hour per person).

4. Additional delivery charge when access to the goods and/or site is inhibited in any way.

5. Set time delivery and /or pick-ups are to be pre arranged.

6. Additional collection and hire charge when access to the goods and /or site is inhibited in any way.

\* A late cancellation fee of 30% of hire will apply for cancellations less than 7 days prior to function date. If attended full charges apply.

### INSPECTION AND WARRANTY

The hirer acknowledges that he has inspected the goods and;

a. Is satisfied that they are in a clean condition and in a good and substantial order, repair and condition.

b. Is aware of the proper use for which the goods are designed and will use strictly in accordance with this purpose.

c. Is aware of the proper operating procedure for the goods supplied.

d. Is aware that the capacity of marquees stated by the Owner is given as a guide only and can vary depending upon the set out of other goods and equipment inside the said marquee

Notwithstanding anything herein contained the hirer hereby acknowledges that no warranty or condition expressed or implied is given by the Owner as to the condition of the goods or as to the suitability or fitness of the goods for any purposes.

### INDEMNITY

The Hirer shall be responsible for and liable for all statutory conditions and regulations. The Hirer hereby indemnifies and holds indemnified the Owner from and against all claims, actions, suits, demands, costs and expenses, including all legal costs and expenses, in any way arising out of the use of the goods between the commencement of the hire and /or delivery date, whichever the sooner, until the return of the goods to the Owner, whether caused by the negligence of any person whatsoever, or arising out of the condition of the goods or the use to which they are put, or otherwise, whatsoever. Erectors of marquees must be pre informed as to the location of water or gas pipes, reticulation or sewage systems, telephone lines and electrical cables and all underground systems. These are to be clearly marked as no responsibility will be taken for any damage incurred (if any). In respect of electrical and/or gas operated equipment hired, the hirer agrees to indemnify the Owner against any claims in the death, personal injury or damage caused by the use of hiring the said electrical and/or gas equipment.

### TERMS OF PAYMENT

The hirer agrees to pay cash for the hire of the goods on or before delivery, unless prior arrangements have been made in writing with the Owner and the Owner has approved said facilities and all costs, charges and documentation associated in establishing the arrangement has been met in full.

The Hirer agrees to pay a service charge of 5% per calender month on all overdue accounts or dishonoured cheques commencing from the date of the function.

The Hirer agrees to pay all debt collection fees and disbursements including the costs of service of any debt collector or other party enlisted to collect any account or dishonoured cheques.

All discounts will be forfeit if payment is not received by the due date as shown on the invoice.

### LOSS, DAMAGE AND CLEANING

If, on return the goods are found not to be in a clean condition or not in a good or substantial order and repair (fair wear and tear excepted) the Hirer shall pay to the Owner the cost and expenses of restoring the goods to a clean condition and/or good and substantial order and repair.

This includes barbecues, rotisseries and electrical equipment.

The hirer accepts full responsibility to compensate the Owner at present day replacement value for the goods or part thereof which, may be damaged, lost or stolen from time of commencement of hire or delivery, whichever the earlier, until the goods are returned to the Owners premises or collected by the Owner.

This also applies to the loss or damage to boxes, crates and cartons supplied with the goods.

This right shall not be prejudiced by or prejudice any other right under this agreement.

The Hirer hereby undertakes to ensure no wood fires or barbecues are placed inside or within 10m of the marquees. Smoke damage will be charged at full replacement value of the marquee roof and/or walls.

Items are not insured. The Hirer is responsible for loss, damage or breakage of all items hired.

### TERMINATION OF AGREEMENT

The Owner has the right to terminate the hire and recover the hired equipment at any time. The Owner also has the right to refuse supply of any items at its sole discretion, where it is considered the item to be in an unsafe location or subject to adverse conditions.

Formerly trading as

WHOLESALE HIRE AUSTRALIA, CARLISLE / ANYTIME PARTY HIRE, STAR MARQUEE HIRE  
CHAIR & TABLE SALES