

CONDITIONS OF HIRE

GENERAL

- ✓ The hirer fully accepts these conditions of hire when placing an order with Kajala Pty Ltd (trading as Adelaide Hills Party Hire (AHPH)). On confirmation of the order, the hirer is bound by these conditions of hire, whether signed or not.
- ✓ Where any of these conditions is specifically waived for any reason, all other conditions remain applicable within the requirements of the laws of South Australia.

ORDERS, DEPOSITS, PAYMENT

- ✓ All published rates and quotations include GST. Published rates are for one day hire, excluding delivery. Quotations are for the nominated duration of hire. Extensions to the duration of hire may incur additional charges.
- ✓ Items included in a quotation will not be reserved until an order is confirmed, and, where applicable, a deposit received.
- ✓ For orders which include a marquee or pavilion, or have a total value of over \$500, a deposit of 25% of the order total is required within 7 days to secure the order. (\$100 min).
- ✓ Unless previously agreed otherwise, full payment is required prior to delivery by AHPH or at time of collection by the hirer from AHPH. Payment is accepted by cash, Visa, MasterCard, bank transfer or cheque.

CANCELLATION

- ✓ Cancellation more than 30 days before the hire commences will attract no charge and any deposit will be refunded.
- ✓ Cancellation of marquee and pavilion order between 4 and 30 days before the hire commences, will forfeit the 25% deposit.
- ✓ Cancellation of all other orders (not including a marquee or pavilion) between 4 and 14 days before the hire commences, will forfeit the 25% deposit
- ✓ Cancellation 3 days or less before the hire commences, will incur the full charges of cancelled hire cost.

SUPPLY, DELIVERY, COLLECTION

- ✓ AHPH will endeavour to deliver and collect items at the time nominated, but this may not always be possible.
- ✓ Delivery charges include unloading items where there is reasonable ground level vehicle access for delivery. Marquee prices include erection on a level site. Chairs, tables and other items will be delivered stacked for the hirer to set up. Additional time required waiting, unloading, setting up or packing items or erecting marquees due to other site conditions may incur additional charges. Additional delivery charges may apply if the hirer increases the order after the order has been despatched.
- ✓ Where underground services, such as pipes or cables exist in the vicinity of a proposed pavilion or marquee, a site plan of such services is to be provided or the locations of the services are to be **marked on the ground – identified**. AHPH will not be liable for any damage caused where this information has not been provided.
- ✓ If items ordered are not available, AHPH will make every effort to contact the hirer before delivery or collection. Where it is not possible to contact the hirer, AHPH will endeavour to substitute equivalent goods to the same quantity and value.
- ✓ AHPH will supply any items in clean condition, but give no warranty that the items are fit for use without further cleaning.
- ✓ AHPH will take all reasonable care when on the hirer's site, but will not be liable for any damage or loss caused to the site or any other items on the site.

CARE, CLEANING, PACKING, PICKUP, RETURN

- ✓ Any hirer collecting and returning items from AHPH is responsible for loading and unloading items, ensuring their security during transport and returning them by the agreed time. Additional charges may apply for late returns.
- ✓ Upon delivery or collection, it is the hirer's responsibility to ensure items provided are correct and in satisfactory condition in accordance with the Hire Agreement.
- ✓ The hirer is to ensure that all items are only used for their intended purpose in a safe and suitable manner. If an item ceases to work correctly or is broken during the period of hire, the hirer is to cease its use and not to attempt to dismantle or repair the item except for immediate safety unless instructed by AHPH. If the damage will seriously affect the enjoyment of your event, contact AHPH to arrange replacement or assistance.
- ✓ The hirer is responsible for the care and security of all items during the period of hire, and it is at the hirer's discretion to obtain any security necessary.
- ✓ All items (except linen such as tablecloths and chair covers) are to be clean, packed and ready for collection at the agreed time, or returned to AHPH. Soiled linen is to be placed in bags. Chairs are to be stacked ready for loading. The cost of packing, cleaning or stacking items not ready for collection will be the responsibility of the hirer. An invoice for any such charges will be issued within 7 days and with payment due within 7 days of invoice.
- ✓ All hired items remain the property of AHPH at all times, and AHPH may repossess them at any time if these conditions of hire are not fully met by the hirer.

DAMAGED, MISSING, OR DIRTY RETURNED ITEMS

- ✓ The hirer is responsible for any damage, breakages, loss or theft of items or packaging that occurs while the goods are under hire.
- ✓ The hirer is responsible for returning items cleaned, packed and ready for use in the same condition as they were received. AHPH reserves the right to determine whether items are cleaned to a satisfactory standard. AHPH will invoice the hirer for the cost of any additional cleaning, with payment due within 7 days of invoice.
- ✓ AHPH reserves the right to determine whether items are to be repaired or replaced. AHPH will invoice the hirer for the cost of such repair or replacement, with payment due within 7 days of invoice.
- ✓ In particular, the hirer is advised that coloured paper, such as streamers and party poppers, will produce permanent staining to marquee and pavilion material, which can only be repaired by replacement of the material. The hirer will be responsible for the cost of replacing marquee and pavilion material if such staining occurs.

NO STREAMERS, PARTY POPPERS OR OTHER COLOURED PAPER ARE TO BE USED IN MARQUEES OR PAVILIONS.

- ✓ Items returned to AHPH in error that do not belong to AHPH, will be retained for 21 days for collection by the hirer. The items remain the responsibility of the hirer for this period. After this time, AHPH reserves the right to dispose of such items with no liability or responsibility to the hirer or any other body. AHPH will endeavour to advise the hirer of such items, but is not obliged to do so.