

TERMS AND CONDITIONS OF HIRE

Terms and Conditions of Hire also Terms and Conditions for Purchase of Goods.
The following Terms and Conditions must be accepted by the "Hirer" prior to "Wedding Marquees" making the goods or services available to the "Hirer"

1. Definitions

"goods" means all goods, equipment, consumables, accessories and packing containers of whatever nature supplied by Wedding Marquees to the Hirer;
"hire of goods" includes any services provided by Wedding Marquees in connection with the delivery, unpacking, installing and collection of goods;
"GST" means GST within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 or any amending legislation;
"Hire Period" means the time from when the goods leave the store used by Wedding Marquees until they return to or are collected by Wedding Marquees;
"Hirer" means the person, firm or company, jointly and severally if more than one, hiring goods from Wedding Marquees;
"Site" means the site to which the goods are delivered;
"the Terms" means these Terms and Conditions of Hire;
"return" or "returned" means, in connection with goods, their return by you to Wedding Marquees or collection by it of the goods at the Site, as agreed with you.

2. Basis of Contract

2.1 The Terms apply exclusively to every contract for the hire of goods by the Hirer from Wedding Marquees and cannot be varied or substituted for by any other terms without the prior written consent of Wedding Marquees save as provided in 2.2.
2.2 A written quote provided by Wedding Marquees to the Hirer regarding the proposed hire of goods is valid for [7] days and is an invitation only to the Customer to place an order based upon that quote. Any terms in Wedding Marquees quote form part of the Terms and in the case of any inconsistency such terms will prevail and take priority over the Terms.
2.3 If an order placed by the Customer is accepted by Wedding Marquees, Wedding Marquees agrees to hire the goods to the Hirer for the Hire Period for use at the Site on the Terms.

3. Hire Charges and variation

3.1 A minimum charge of \$20.00 applies for any order.
3.2 Amounts quoted are for use of the goods on one day only. For each additional day or part of a day you may incur at our discretion an additional charge or excess use fee being not less than 25% of the daily rate.
3.3 Unless otherwise specified, any quotation assumes and is to be implied as incorporating the following conditions:
(a) delivery, installation, removal and return of goods being provided during ordinary working hours;
(b) delivery being made to street level only;
(c) grounds or floors being level and clear;
(d) the Hirer unpacking, setting out, repacking and cleaning the goods and their being returned in a good, clean and hireable condition.
3.4 Any departure from or non-compliance with the conditions in clause 3.3 will give rise to further charges payable by the Hirer for additional equipment used, time spent or overtime labour rates incurred by Wedding Marquees.
3.5 All hire prices quoted include GST

4. Invoice, payment and bonds

4.1 Payment for hire of goods or services is required as follows:
(a) a non refundable deposit, at time of ordering, equal to 40% of the total fees, or \$250.00, (whichever is the greater); and
(b) 100% of the total fees must be paid at least fourteen days prior to the delivery date of the goods or services; and where full payment has not been made as required above, Wedding Marquees may treat the contract as at an end and such moneys held by it shall be forfeited without prejudice to its rights at law and arising out of breach of contract.
4.2 Payment must be made by bank deposit, credit card, EFTPOS or cash. Any final payments made using a credit card will incur a 2% fee, Amex attracts a 3.5% fee.
4.3 Wedding Marquees may require a security bond to be paid in addition to any hire or service fees as deemed necessary. No goods will be delivered until the bond payment has been received by Wedding Marquees if deemed necessary.
4.4 Any portion of the security bond not applied will be refunded by cheque posted within fourteen days of return of goods.
4.5 Any instruction received from the Hirer for the supply of goods or services and/or the hirer's acceptance of goods or services by Wedding Marquees shall constitute acceptance of the terms and conditions contained herein.
4.6 Upon acceptance of these terms and conditions by the Hirer the terms and conditions are irrevocable and can only be amended with the written consent of Wedding Marquees.

5. Variation and Cancellation

5.1 The Hirer or purchaser may cancel any order, but will forfeit 40% of the total sale price with up to 14 days notice.
If cancellation is less than fourteen days prior to delivery date, the total hire price held by Wedding Marquees will be forfeited in full.
5.2 If through circumstances beyond the control of Wedding Marquees, Wedding Marquees is unable to provide goods, then Wedding Marquees may:
(a) make changes to the goods provided that the end performance is not materially prejudiced; or
(b) cancel any order (even if it has already been accepted) by notice in writing.
5.3 If the Hirer seeks to vary or modify an order, to which Wedding Marquees agrees as evidenced by a new contract being entered into, and the Hirer subsequently cancels the new contract, the first contract shall not be nor deemed to be novated or cancelled and the deposit paid there under shall be duly forfeited.
6. Delivery and collection
6.1 Goods will be delivered in a reasonably clean but not necessarily sterile state or condition and any implied warranty is hereby negated. The Hirer must wash any goods from which food or drinks are to be served prior to use. The Hirer must return all goods in clean and tidy condition or a minimum 1 Hour charge, at \$50.00 per Hr. for cleaning will apply.
6.2 The Hirer must allow Wedding Marquees servants, agents and insurers access to the goods at all reasonable times to deliver, install, remove, inspect, test, adjust, maintain, repair or replace them. The Hirer is responsible for providing safe and proper access to and at the Site. The Hirer is liable for all injury, loss or damage suffered by Wedding Marquees, its employees or agents while at the Site.
6.3 The Hirer must make the goods available for collection by Wedding Marquees at the pre arranged designated time (organised at time of delivery). If the goods are not made available as designated and Wedding Marquees must return a second or subsequent time to pickup, a minimum extra charge of 50% of the standard delivery/transport cost, an excess use fee (under Clause 3.2) and all additional labour costs involved with collection will apply.
6.4 Wedding Marquees count and decision as to the condition of goods prior to dispatch and on return shall be final.
6.5 Weather conditions such as wind, rain, hail, electrical storms, or excessive heat, may bring forward, delay or temporarily stop delivery or collection of goods until such conditions improve.
6.6 All marquees, marquee walling, and floor coverings shall remain erected and installed on site until such time as they are deemed to be in a dry and clean condition allowing for packup and long term storage.

7. Responsibility of Hirer

7.1 The Hirer bears all risks in relation to the goods for the Hire Period.
7.2 During the Hire Period the Hirer is responsible for:
(a) Safe keeping of the goods
(b) Using the goods in strict conformity with the goods instruction or specifications and generally in accordance with the purpose for which they are designed
(c) Not using pigmented streamers or decoration within or near any marquee hired
(d) Ensuring that goods are not moved or relocated from the Site, unless in an emergency, and Wedding Marquees is advised immediately afterwards
(e) Complying with all relevant laws, by-laws and regulations applicable to the installation, use and operations of the goods
(f) Protecting the Goods against being soiled or contaminated, damage, fire, theft, distress or seizure
(g) Using only fuel, power and consumables specified or approved by Wedding Marquees; and
(h) Ensuring the goods are not operated for any purpose beyond their rated capacity or in a manner likely to result in undue wear

8. The Hirer remains liable where:

(a) The Hirer fails, refuses or is unable or unwilling to return or produce all of the goods to Wedding Marquees at the end of the Hire Period in good and proper order and in substantially identical condition to that in which they were at the time of delivery
(b) The Hirer has not taken reasonable precautions to safeguard the goods
(c) The Hirer has not complied with the Terms
(d) Accessories or packaging are lost or damaged
(e) Goods have been carried or used over or upon water

(f) Loss or damage to marquees, walling or other hire goods has been caused by heaters, catering equipment, catering odours or coloured streamers
(g) Damage to goods has been caused by graffiti or vandalism

9. Break down or defect

9.1 The Hirer must inspect all goods and notify Wedding Marquees of any deficiency within 24 hours of delivery. Any shortages not notified within this time will nevertheless be charged in full.
9.2 Break downs or defects in the goods resulting from:
(a) Proper or ordinary use; or
(b) The development of an inherent fault or a fault not ascertainable prior to the start of the Hire Period: may, at Wedding Marquees option, either be repaired or the goods replaced at Wedding Marquees expense.
9.3 If repair is impracticable and if replacement goods are not available, the proportional charge for broken or defective goods will be credited to the Hirer and Having a Party will not have any other liability whatever to the Hirer in connection with such deficiency.
9.4 No relief from hire charges nor any claims will be allowed or admitted by Wedding Marquees:
(a) For stoppages due to causes beyond Wedding Marquees control, knowledge or obligations under these Terms including, without limitations, bad weather or Site conditions; or
(b) The Hirer not informing Wedding Marquees of any defect or breakdown immediately it occurs.
9.5 The Hirer must not attempt or carry out try to effect any repairs to or modification of on the goods or otherwise interfere therewith
9.6 Wedding Marquees is not responsible under these Terms or otherwise for and does not warrant that it holds expertise for assessing Site conditions or related issues such as drainage or stability of the Site which is and shall remain the Hirer's responsibility solely.

10. Default and termination

10.1 If the Hirer:
(a) breaches any of the Terms;
(b) is an individual and becomes bankrupt or enters into any scheme of arrangement or composition for the benefit of their creditors;
(c) is a corporation and becomes insolvent or enters into any scheme of arrangement, assignment or composition with or for the benefit of its creditors, has a liquidator, administrator, receiver or receiver/manager appointed, or any action is taken for its winding up or dissolution; then Wedding Marquees may, without prejudice to any other remedy available to it;
(i) require immediate payment of all money which would become payable by the Hirer to Wedding Marquees at a later date on any account, without further notice;
(ii) charge the Hirer interest on any sum due at the prevailing rate pursuant to the Penalty Interest Rates Act 1983 (VIC) plus 5% for the period from the due date until the date of payment in full;
(iii) charge the Hirer for and the Hirer must and is hereby deemed to agree to indemnify Wedding Marquees from and against, all costs and expenses (including without limitation all legal costs and expenses) incurred by it resulting from the default or taking action to enforce compliance with the Terms or to recover the goods;
(iv) charge the Hirer for the cost of repairing or replacing any lost, damaged or destroyed goods;
(v) charge the Hirer for subsequent lost hire charges as a result of the goods being lost, damaged or destroyed until the goods are repaired or replaced;
(vi) claim damages from the Hirer for breach of the Hire Contract; and/or
(vii) cease or suspend for such period as Wedding Marquees thinks fit, supply of any further goods to the Hirer.
10.2 On termination, the Hirer must immediately return or make the goods available for collection failing which If the Hirer does not, Wedding Marquees is entitled to enter any premises of the Hirer where the goods are believed to be to repossess the goods and Wedding Marquees will not be liable for any damage so caused and the Hirer must and is hereby deemed to agree to indemnify Wedding Marquees from any liability incurred by it to it or owed to any third party or being in respect of any damage, demands, proceedings, costs and expenses whatsoever arising therefrom. Further, the Hirer hereby irrevocably authorises Wedding Marquees to enter such premises and this authority shall be liable to be pleaded as a bar to or defence of any proceedings or prosecution claiming trespass or unlawful entry by or arising out of Wedding Marquees entry upon such premises.

11. Limitation and exclusion

11.1 Except as specifically set out in the Terms, any term, condition or warranty in respect of the quality, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded;
11.2 Replacement or repair of the goods is the absolute limit of Wedding Marquees liability whatsoever arising under the Terms or from the use of or any other dealings with the goods by the Hirer or any third party.
11.3 Wedding Marquees is not liable for any indirect or consequential losses or expenses suffered by the Hirer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability caused to or suffered by any other party.
11.4 Wedding Marquees will not be liable for any loss or damage suffered by the Hirer where Wedding Marquees has failed to meet any delivery date or varies, cancels or suspends the supply of goods.
11.5 Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying any application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified.

12. Miscellaneous

12.1 The laws of Victoria from time to time govern the Terms and the parties agree to the non-exclusive jurisdiction of the Courts of Victoria, the Federal Court of Australia, and of Courts entitled to hear appeals from those Courts.
12.2 Failure by Wedding Marquees to enforce any of these Terms shall not be construed as a waiver of any of Wedding Marquees rights.
12.3 If any term is unenforceable it shall be read down so as to be enforceable, or if it cannot be so read down, the term shall be severed from these Terms without affecting the enforceability of the remaining terms.

13. Damage Waiver Fee

(a) Upon payment by the Hirer of the Damage Waiver Fee all costs associated with repairs due to normal wear and tear to the Equipment, and any accidental damage sustained to a particular item of Equipment during the hire period are waived.
(b) Clause (a) only applies where that cost is equal to or less than 10% of the hire costs of that piece of equipment. The Hirer remains responsible for those costs to the extent that they exceed 10% of the hire cost
(c) If the Hirer:
i. has hired Equipment from the Owner for one event or exhibition;
ii. the Equipment has been hired under more than one Contract; and
iii. the Hirer has paid the Damage Waiver Fee under more than one of those Contracts,
Clause (a) only applies where that cost is equal to or less than \$50,000 in aggregate for those Contracts in respect of which the Damage Waiver Fee has been paid. The Hirer remains responsible for those costs to the extent that they exceed \$50,000 in aggregate for those Contracts.
(e) Clause (a) will not continue to operate after the expiration of the Hire Period unless an extension by the Owner is granted in writing and an additional fee is paid.
(f) Clause(a) does not limit the Hirer's liability for failure to return the Equipment.
(g) Clause (a) will not apply to, and the Hirer remains responsible for, loss or damage occurring to the Equipment:
i. because of breach of any statutory laws or regulations in connection with the use of the Equipment by the Hirer;
ii. because of misuse, abuse, willful or malicious acts, negligent or reckless use or overloading of the Equipment;
iii. because of disregard for instructions given to the Hirer by the Owner in respect of the proper use of the Equipment or in contradiction of the manufacturer's instructions if supplied with the Equipment at the time of hiring;
iv. because of the unexplained disappearance of the Equipment;
v. because of theft of the Equipment;
vi. while the Equipment is in transit, if being carried by the Hirer or an employee, contractor or agent of the Hirer.

14. Intellectual Property

Where Wedding Marquees has designed, drawn or created goods for the Hirer, or designed or made any endorsement or modification thereto, then the copyright in any such design and drawing or creation shall reside in and remain vested in Wedding Marquees, and shall only be used by the Hirer subject to at Wedding Marquees discretion.

Terms & Conditions are available on our website at www.weddingmarqueespeninsula.com.au

Wedding Marquees

PO Box 844 Rye, 3941, Victoria
© All text and images contained within this page are protected under all applicable copyright laws.
16/4/15 revision

