

decor of distinction

DEFINITIONS

1. in these conditions;

(a) The "Owner" is Décor of Distinction Pty Ltd.

(b) The "Hirer" refers to the person, firm or corporation hiring equipment from the Owner.

(c) The "Equipment" means all the equipment and accessories supplied to the Hirer.

FEES and CHARGES

2. Amount quoted is for one use of the Equipment only - for the noted hiring term. The Hirer agrees that all charges for hire loss, hire extension, damage and repair will be paid and that all collection fees, legal fees or any expenses involved in the collection of these charges will be borne by the Hirer.

3. Prices quoted are for delivery on street level. Extra charges may be payable for delivery to and removal from higher or lower levels.

4. Premium Décor and Custom Built Equipment will be quoted separately from general equipment if required by the owner. Please refer to payment terms (paragraph 6 of these Terms on Conditions) for booking requirements.

5. Damage Waiver is payable by the Hirer to cover all costs associated with normal wear and tear to the Equipment and any accidental damage to a particular item of Equipment, provided that the replacement cost and/or cost of repairs to any Equipment which was damaged does not exceed 10% of the hiring fee for the particular item of Equipment.

The damage waiver does not apply to or cover any other damage to or loss of Equipment including, without limitation:

(a) damage resulting from overloading, exceeding rated capacity, misuse, abuse or improper servicing of Equipment;

(b) damage or loss due to disappearance of the Equipment;

(c) damage caused by the use or operation of Equipment in contravention of any of these Terms;

(d) damage to, or loss of, the Equipment from any unknown cause.

6. A 25% deposit is required at point of booking and full payment must be made at a minimum of 3 business days prior to delivery.

Deposits are required for all orders, with the exception of:

(a) Orders placed less than 7 days from delivery require full payment to confirm the booking.

(b) All Premium Décor Equipment requires full payment at point of booking in order to confirm and secure these items.

(c) All Custom Built or Special Purchase Equipment requires full payment at point of booking in order to commence the manufacture or buying process.

7. The Hirer authorizes the Owner to complete documentation for the purpose of the Hirer making payment through a credit card system extended to the Hirer and accepted by the Owner. The Hirer shall be responsible for the payment of any tax or duty levied on the hire and/or delivery of goods.

8. Cancellation of orders will forfeit all booking deposits. Refunds incur a \$55 administration fee.

- Cancellations that are made more than 7 days from delivery will receive a refund of any funds remitted, excluding the booking deposit.

- Cancellations made less than 7 days from delivery will receive a refund for the delivery and collection fees only - the cost for hire equipment is considered as cost of lost opportunity and is not refundable.

- No refund applies for customer pickups cancelled less than 7 days from collection.

- No refund applies for equipment cancelled on delivery.

- No refund applies to cancellations of Premium Décor, Custom Built or Special Purchase Equipment.

LIABILITY and INDEMNITY

9. The Hirer is responsible for the Equipment from the time of delivery until collection by the Owner and shall pay for all Equipment damaged or lost however caused during that period. The Owner shall protect the Equipment from the elements during the time of delivery, use, storage or waiting period before pick-up. The Hirer shall maintain at its expense liability, property and casualty insurance coverage in amount necessary to fully protect the Owner and its Equipment against all claims, loss or damage of whatever nature or type. The Owner shall not be liable for any loss or damage caused to any person, property, animal or things whatsoever arising from the use of the Equipment hereby hired and the Hirer indemnifies the Owner in respect to any claims for such loss or damage.

10. The Owner's count and/or decision as to condition of the Equipment prior to dispatch and on return shall be final.

11. The Hirer shall not remove the Hire Equipment or any part thereof from the situation and position of its installation without consent from the Owner. The Hirer grants the Owner access at all times to inspect or repair the Equipment and in the case of default to remove the Equipment. The Hirer shall on no account attempt to repair the Equipment but notify the Owner immediately.

12. The Hirer acknowledges that he has received adequate instruction on the correct use of the Equipment, which includes demonstration or verbal or written instructions.

13. The person signing the documents for and on behalf of the Hirer hereby covenants with the Owner that he or she has the authority of the Hirer to make this agreement on the Hirer's behalf and is empowered by the Hirer to bind the Hirer to this agreement and hereby indemnifies the Owner against all losses and cost incurred by the Owner arising out of the person signing this agreement failing to have such power and/or authority.

14. Where the Hirer is more than one person liability shall be joint and several.

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