



TOAST EVENTS HIRE

12 Kershaw Street
Busselton WA 6280

T | 0416 296 200
E | hello@toastevents.com.au

A.B.N 65 816 853 527

TERMS AND CONDITIONS

These are the terms and conditions subject to which we (Toast Events Hire) allow you (the hirer) to hire our equipment (including all items that we offer for hire). By signing this agreement, paying us any fees or taking possession of our Equipment you agree to be bound and it will be deemed consent to these terms and conditions.

1 | DEFINITIONS

- 1.1 | The **Hire Company** is Toast Events Hire
- 1.2 | The **Hirer** means any person, company, corporation or Government Agency or it's representative who hires equipment and/or engages in services from the **Hire Company**.
- 1.3 | The **Equipment** refers to any goods supplied to the **Hirer** by the **Hire Company** as they appear on the tax invoice, for the function, event or purpose for which the goods are to be used.
- 1.4 | The **Event Date** refers to day of the event as supplied by the **Hirer** to the **Hire Company**.
- 1.5 | The **Hire Period** refers to the means from commencement until the end of the period shown on the Tax Invoice.

2 | CONDITIONS OF HIRE

- 2.1 | All Equipment supplied to the Hirer remains the property of the Hire Company.
- 2.2 | The hiring of the Equipment shall commence from the commencement date as specified on the invoice and continue for the term specified on the invoice unless otherwise provided herein.
- 2.3 | The Hirer is entitled to use the Equipment for the hire period. Any extension of the period must be agreed to in writing by the Hire Company and may incur additional fees.
- 2.4 | All Equipment is thoroughly checked, counted and cleaned prior to delivery and installation. It is the Hirers responsibility to check all equipment upon delivery and notify the Hire Company of any damages or missing items within 4 hours of receiving the Equipment.
- 2.5 | It is the Hirers responsibility to ensure that all Equipment hired has been accounted for and cleaned at the point of collection by the Hire Company. The Hirer acknowledges that a failure to do so may incur additional fees.
- 2.6 | The Hirer acknowledges that it is aware of the proper use for which the hire Equipment is designed.
- 2.7 | The Hirer shall not, without prior written consent of the Hire Company, tamper with, repair or modify the Equipment in any way, or permit another to do so.
- 2.8 | The Equipment shall not be used by anyone other than the Hirer for the duration of the Hire Period.

3 | DAMAGE, LOSS, STOLEN OR UNCLEAN EQUIPMENT

- 3.1 | The Hirer accepts full responsibility and care of all Equipment hired from the Hire Company for the duration of the hire period.
- 3.2 | The Hirer must notify the Hire Company immediately of any damages, losses, breakages incurred to the Equipment during the Hire Period.



TOAST EVENTS HIRE

12 Kershaw Street
Busselton WA 6280

T | 0416 296 200
E | hello@toastevents.com.au

A.B.N 65 816 853 527

TERMS AND CONDITIONS CONTINUED

- 3.3 | The Hirer is liable for any damages, losses, breakages incurred to the Equipment for the duration of the hire period.
- 3.4 | If upon the return of the Equipment, the Hire Company finds the equipment to not be in satisfactory working condition, the Hirer shall pay to the Hire Company the cost and expenses of restoring Equipment to good working order.
- 3.4 | Where the Hire Company decides any damaged Equipment cannot be repaired, the Hirer is liable for the full replacement value of said Equipment.
- 3.5 | The Hirer is liable for the payment of the replacement value of any Equipment not returned to the Hire Company.
- 3.6 | A cleaning charge will be applied to all Equipment that is deemed dirty or contains debris or residue, at the point of collection by the Hire Company.
- 3.7 | It is the Hirers responsibility to protect the Equipment from the elements for the duration of the Hire Period. Any equipment damaged from weather is the full responsibility of the Hirer and shall be paid at full replacement cost to the Hire Company.
- 3.8 | A security bond may be charged by the Hire Company to the Hirer. Any damaged, lost or unclean Equipment will be charged at full replacement / cleaning cost and this cost will be deducted from the bond amount.

4 | INSURANCE AND INDEMNITY

- 4.1 | 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.
- 4.2 | The hirer hereby indemnifies and holds indemnified the Hire Company from and against all claims, actions, suits, demands and expenses in any way arising from injury, death, loss of income or damage caused to the hirer or its property, or any other third parties or property, in respect of equipment hired.
- 4.3 | The Hirer is liable for all fees incurred by the Hire Company, including legal fees and disbursement fees on a full indemnity basis for all costs incurred in enforcing these terms and conditions.

5 | DEPOSIT AND PAYMENT TERMS

- 5.1 | The Hirer agrees to pay the Hire Company for the hire fee specified on the Tax Invoice for the Equipment for the hire period and in addition any applicable GST, stamp duties, tolls, fines, penalties, levies or freight and other charges relevant to this agreement and the hire.
- 5.2 | A 30% deposit is due to be paid within 7 days of acceptance of the quotation to secure the booking.
- 5.3 | Payment of the balance is due to be paid in cleared funds, no later than 30 days prior to the event.
- 5.4 | Payment can be made via cash or electronic funds transfer to our nominated account. Credit card payments will incur a 1.9% surcharge.
- 5.5 | The Hire Company reserves the right to amend or revise its rate or prices without notice.



TOAST EVENTS HIRE

12 Kershaw Street
Busselton WA 6280

T | 0416 296 200
E | hello@toastevents.com.au

A.B.N 65 816 853 527

TERMS AND CONDITIONS CONTINUED

6 | CANCELLATION POLICY

- 6.1 | The Hirer may cancel the booking at any time, but will incur cancellation fees as follows;
- (a) Bookings cancelled more than 30 days out from the Event Date will incur a \$150 administration fee.
 - (b) Bookings cancelled within 8 and 30 days of the Event Date will be charged 30% of the total booking cost.
 - (c) Bookings cancelled within 7 days of the Event Date will be charged 100% of the total booking cost.
- 6.2 | All cancellations are to be made in writing to the Hire Company by the Hirer. The cancellation only becomes valid once it has been acknowledged in writing by the Hire Company.
- 6.3 | The Hire Company is not responsible for intemperate weather. Cancellations of bookings due to unfavourable weather conditions are still subject to the cancellation fees as outlined in 4.1.

7 | OTHER

- 7.1 | The Hirer agrees to ensure that any site as specified on the Tax Invoice shall be clear of all obstructions to allow the Hire Company to erect, install or place the hire Equipment.
- 7.2 | The Hire Company shall not be liable for any items or objects that are required, or requested by the Hirer, to be moved.
- 7.3 | The Hire Company may seek additional payment for any delay incurred while waiting for the specified area to be cleared.

8 | GOVERNING LAW

- 8.1 | This contract is governed by the laws of Western Australia and the Hirer agrees to submit to the jurisdiction of that courts of that state.

The Hirer hereby unconditionally accepts the above terms and conditions and acknowledges that its acceptance is a condition precedent to taking possession of the goods/services/hire Equipment from the Hire Company.

Name of the Hirer

Signed

Date