

# Garment Hire Form

## CONTRACT

By signing this contract with the Calamity Tash brand, you are entering a legally binding contract between yourself and Natasha Evele.

## PAYMENT

By entering this agreement, you authorise Calamity Tash to charge the selected payment method according to the terms outlined in this agreement. You certify that you are authorised to use this credit card/ account and you agree not to dispute the payment with your provider if Calamity Tash fulfils its responsibilities in providing the rental item(s). You also authorise Calamity Tash to charge the supplied payment method for any additional fees as outlined in this agreement (such as damages or late return fees). If a charge against the supplied payment method cannot be made, we will provide you with an invoice for the fees which you agree to pay within 5 working days.

If for some reason, your payment for an order is reversed or rejected, you agree to pay the outstanding amount within 48 hours of demand. Failure to do this will result in immediate cancellation of the booking. If the item(s) have already been dispatched you will still be liable for the full amount. Calamity Tash reserves the right to take all steps necessary to recoup any amounts owing as per this agreement, including taking legal action. This may increase the amount owed by the customer, to cover the costs of these services.

## TITLE TO RENTAL ITEMS

At all times, the rental items are and remain the property of Calamity Tash. Calamity Tash (or a Calamity Tash representative on their behalf) reserves the right to retrieve the item at any time if there is a reasonable cause for concern.

## COLLECTION

All hired garments must be collected from Calamity's Craft Mart (Shop 16 Charles Street, Adelaide, 5000). Upon exiting the store with the item, the rental period has commenced and all liability for the item is transferred to the consumer.

## ISSUES WITH FIT

We provide as much information as we can regarding the fit of the items

available for hire, and encourage you to try them on in store prior to placing your deposit. We take no responsibility if you choose a size or item which does not fit right. There will be no refund or credit offered in this circumstance.

## **RETURN OF ITEMS**

All items hired via Calamity Tash must be returned to Calamity's Craft Mart (Shop 16 Charles Street, Adelaide, 5000) by the consumer, unless directed elsewhere by Calamity Tash or a Calamity Tash representative. If items are not returned by the "RETURN BY" date specified, a late fee of \$50 per day will apply.

## **CLEANING**

You agree that under no circumstances will you attempt to clean the rental item(s) yourself, or have them cleaned by anyone else.

If you attempt to clean a garment and cause damage, or cause a stain to be permanent, Calamity Tash reserves the right to bill you a fee up to, but not more than 120% of the full RRP of the garment. The garments available for hire are handmade custom pieces, which is why a charge above the RRP will apply. This fee will be on top of any amount already paid.

Use of fake tan is at your discretion. If it causes permanent staining that cannot be removed, the damage policy below will apply.

## **DAMAGE OR LOSS**

By hiring a garment from Calamity Tash, you agree to not risk the integrity of the item by adhering to the below:

### **a) Smoke Damage**

Calamity Tash garments are not to be worn around open fires or around cigarette smoke. A reasonable amount of care must be taken when wearing Calamity Tash garments in a setting where these risks exist.

### **b) Hygiene Damage**

Due to the nature of Calamity Tash garments, a high level of personal hygiene must be maintained when hiring the garments. This includes, but is not limited to, showering before wearing the garments, not using perfume immediately before or during the wearing of Calamity garments, exhibiting generally good personal hygiene.

If you damage a rental item, do not attempt to repair it. If it can be easily repaired (e.g. sewing on a button, re-stitching) it will be taken care of with no additional cost to you. The level of damage is determined at Calamity Tash's discretion.

Some light shedding is to be expected with hire of tinsel garments, this is

normal and is no cause for concern.

You agree that under no circumstances will you attempt to clean the rental item(s) yourself, or have them cleaned by anyone else. Do not cut, alter or hem tape any item booked via Calamity Tash, this includes pins or body/ Hollywood tape.

No damage insurance is offered or included in the booking fee.

If an item is damaged and is not covered by minor repairs as mentioned above, you will be liable for the cost of restoring or replacing the garment. In the case the garment cannot be restored to a suitable condition, the fee charged may be up to, but not more than, 120% of the original RRP of the garment. This fee will be on top of any amount already paid for rental, and the item will still need to be returned to Calamity's Craft Mart regardless of the amount of damage.

If you've lost or not returned an item, you will be liable for up to 200% of the RRP of the item.

By accepting this agreement, you give permission for Calamity Tash to charge fees for damages or loss of an item to the payment method you used when placing your order.

## **CHANGES TO THE RENTAL AGREEMENT**

Calamity Tash reserves the right to change the Rental Agreement terms at any time, so it is important you review and accept them each time you place an order with Calamity Tash.

The terms that apply to an order will be in accordance with the Rental Agreement terms as they stood on the date the order was placed.

By signing below you acknowledge that you understand and will abide by all the above clauses and recommendations as stated by Calamity Tash.

You also agree to fill out and return other required paperwork, including but not limited to: Hire Dates & Payment Details forms.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

A handwritten signature in black ink, appearing to be 'J. J. Jones', written over a horizontal line.

Calamity Tash: \_\_\_\_\_