



HIRE CONTRACT – TERMS AND CONDITIONS

1. In these conditions:
 - a) The “Owner” is Chair Cover Hire and all its agents, owners, employees and management.
 - b) The “Hirer” is the person/s, firms or corporation hiring Goods from the Owner and includes any agent, partner, contractor or employee of that person or group.
 - c) The “Goods” refers to all products, equipment and accessories taken by the Hirer.
 - d) Any reference to “including” means “including without limitation”.
 - e) Any agreement, warranty, representation or obligation which binds or benefits 2 or more persons binds or benefits those persons jointly and severally; and
 - f) “\$” or “Dollars” is a reference to the lawful currency of Australia.
2. This contract is not binding on Chair Cover Hire until a Deposit (an amount allocated by the owner) or full payment has been paid by the Hirer.
3. The Hirer is responsible for any accidents occurring in relation to the use of the goods.
4. The Hirer indemnifies the Owner in respect of its liability for personal injuries, property damage and any associated legal expenses arising out of any accident which might be caused by or contributed to by, or arise out of the use, operation or handling of the Goods after the delivery of the Goods.
5. The Hirer shall:
 - a) Use the Goods in a proper manner and only for the purpose and within the capacity for which they were designed, acknowledging that the Owner can give no warranty as to the said capacity.
 - b) Accept full responsibility for the safekeeping of the Goods, and indemnify the Owner for all loss, theft or damage to Goods however caused.
 - c) Accept full responsibility for and indemnify the Owner against all claims in respect of any injury to persons, or damage to property, arising out of the use of the Goods during the period however arising, whatever from negligence of the Hirer or Owner or otherwise.
 - d) Not be entitled to a lien over the Goods, nor without the Owner’s prior written consent part with possession of the Goods or assign the benefit of the hire agreement, nor remove the Goods nor allow them to be removed from Australia.
 - e) Be responsible for all and any additional costs and losses (the amount as specified by the owner) incurred where goods are not returned and/or available for pick-up as agreed.
 - f) Pay to the Owner all hire charges and other costs, including loss or damage to the items hired as decided by and specified by the owner after assessment of the items. Such loss or damage assessment and the monies owed thereof are at the sole discretion of the owner. The hired goods must be returned to Glamour Weddings and Events in the same condition as they were supplied to the Hirer.
 - g) In the case of monies outstanding due to loss, damage or other cause identified by the owner, the hirer will make full payment of costs and/or losses within 7 days of written notification from the owner.
6. The Hirer shall pay an additional hire charge (an amount to be specified by the owner) should the Goods not be made available for collection on the date specified by the Hirer. Goods are on “Hire” until the Hirer returns the Goods onto the specified premises, or the Hirer notifies the Owner that the Goods are available for collection (only applicable if agreed by the Owner). If the Owner, for whatever reason, cannot collect the equipment on that day, the Hirer will be held responsible for the safekeeping of the Goods until collected within 7 days.

7. Without prejudice to any other remedies available to the Owner and notwithstanding any period of hire specified, the Owner may terminate this hire agreement:
 - a) At any time by giving the Hirer notice of its intention so to terminate
 - b) Without notice if the Hirer shall commit any breach of the hire agreement or have a winding up petition presented against it or be wound up, or go into voluntary liquidation or commit an act of bankruptcy or if the receiver of its assets or any of them is appointed or if it makes an assignment or compromise for the benefit of its creditors or if its business is placed under official management or if it ceases to carry on business.
8. Any advice, recommendation, information or representation provided by Glamour Weddings as to the quality or performance of the Goods or their suitability for a particular purpose or otherwise in relation to the Goods is given in good faith but without any liability or responsibility on the part of Chair Cover Hire. The Client acknowledges that it has not relied upon or been induced by any representation of the Owner.
9. The Owner may, at its discretion, subcontract services for hire goods, installation, delivery and/or collection.
10. The person signing the document 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 costs incurred by the Owner arising out of the person so signing this agreement failing to have such power and/or authority.
11. Any 'holding bonds' paid shall be returned after Goods are checked at our warehouse.
12. This agreement may not be transferred or assigned to any other party without the consent of the Owner.
13. The Owner reserves the right to revise the hire rate charges without notice.
14. Until payment of the requested deposit is made, the owner cannot guarantee any function booking.
15. Full payment is due no later than 3 days before the Delivery Date. At this point, the owners will accept minimal changes only to hire quantities required.
16. A copy of the hirer's Driver's License or another form of sufficient identification may be required to be returned with this contract.
17. The owner reserves the right to request a security bond from the hirer at any point in time.
18. Once paid, the 50% deposit is completely non-refundable. If you cancel your order this money will not be returned, however if your 50% deposit exceeds \$300, any amounts exceeding \$300 WILL be refunded to the hirer. This covers the costs that the owner has incurred in arranging the hire booking and any loss incurred from holding the items ordered from other potential clients. If your event date is changed to another day, and sufficient notice is provided (decided at the sole discretion of the owner) no fee will be incurred to change the hire date, subject to item availability.
19. If the Hirer cancels this contract, the Owner may immediately recover all Goods from the Hirer and all other goods which have not been paid for in full by the Hirer.

20. If the Hirer:
- fails to make any payment in accordance with this Contract;
 - fails to comply with any of the terms and conditions of this Contract;
 - being an individual, commits any act of bankruptcy, dies or becomes mentally or physically incapable of managing their affairs;
 - being a corporation passes a resolution for winding up or liquidation;
 - enters into any composition or arrangement with creditors or if a receiver including a provisional receiver, or receiver and manager, trustee or administrator is appointed for any property or assets;
 - has execution levied against it; or
 - becomes liable to be wound up by reason of insolvency or if any petition is presented for its winding up, then the Client will be in default under this Contract and Chair Cover Hire may at its option and without prejudice to any of its rights under this Contract or in law or equity, do one or more of the following:
 - terminate this Contract and recover all the Goods;
 - charge default interest on all overdue payments, at the rate of 15% per annum, calculated daily, from the due date for payment until paid in full;
 - require that all money owing by the Client, regardless of the due date, be due and payable; and/or
 - sue the Client for breach of contract.
21. If such termination occurs, the Owner is entitled to retain all money paid by the Hirer.
22. The owner reserves the right to use a third party business as a supply contractor for any bookings made. This includes providing for hire goods, professional installation and/or delivery services.
23. The owner suggests that an announcement is made at the event to advise guests that the Goods have been hired for the event and that these items are not to leave the venue.
24. The Owner shall not be liable to the Hirer or any other person for any direct, indirect, incidental or consequential loss, injury or damages of any nature howsoever caused (whether based on tort, contract or otherwise) or any other claim whatsoever directly or indirectly or in any way attributable to the performance of or failure to perform this contract whether resulting from the negligence of Chair Cover Hire, its servants, agents, contractors or otherwise. The provisions of this clause will not apply to the extent that its application is prevented by the Trade Practices Act 1974 or any other State or Territory laws.
25. The provisions of this contract will be separate and severable from each other to the extent that if any provision or provisions are considered to be inoperative then the remaining provision or provisions will be binding on and enforceable by the parties.

*** END OF TERMS & CONDITIONS ***

Please complete the section below to indicate your acceptance of the above Terms as the hirer, and post back to Chair Cover Hire, Unit 3/70-72 Captain Cook Drive Caringbah NSW 2229 or scan and email to info@chaircoverhire.com.au

Client Name: _____

Business: _____

If the hirer is a business, only an authorised representative may sign this contract.

Function Date: _____

Client Signature: _____

Date: _____