

Stress Less Party Hire

Hire & Contract Terms & Conditions

Definitions:

Customer -The hiree – signed at bottom of conditions

Supplier - Stress Less Party representatives, contactors or agents

All confirmed bookings over the value of \$150 must have a deposit of 20% or a minimum of \$50 (which ever is higher) Items are not booked until deposit is paid. This is a non-refundable deposit, unless booking is cancelled due to weather or extreme circumstances as determined by Stress Less Party staff.

The customer must always use the equipment in a skillful manner for the purposes intended or the way the supplier has instructed via our instruction cards or demonstrations.

Signee is never to hire to someone else or have anyone else operate the equipment, unless previously agreed by Stress Less Party hire representatives. Supplier may under any circumstances take equipment if are aware of misuse or bad behavior.

Equipment must never be removed from the location to where the equipment was rented to. The supplier must be advised if location needs to change

The supplier may, without prejudice to any of its other rights and without previous notice to the customer, retake and resume possession of the equipment which remains the property of Stress Less Party Hire and, by its servants or agents, may enter the customers premises or any other place where equipment resides upon the occurrence of one or more of the following:

Where the customer becomes insolvent, bankrupt or commits an act of bankruptcy or makes an assignment for the benefits of a creditor. Where the customer fails to pay the whole or part of the hire of the goods or any other charges for the goods supplied hereunder or for any other equipment or services supplied to the customer by the supplier when due;

Where the customer parts with possession of the goods;

Where any other terms and conditions of the contract are breached by the customer

Security / Bond deposit:

Some of our products require a security / bond deposit so the customer is held to the obligations of the correct use of the equipment and booking confirmation requirements. Security/ Bond deposits are fully refundable once the goods are returned clean and undamaged with no loss to the supplier.

A valid credit card needs to held with every hire agreement over \$100 as security for items that are damaged, not returned, dirty or other admin/delivery costs that may arise within the hire period. Credit card use is only valid for the period of the hire and then details are destroyed, once Stress Less Party staff are satisfied.

Late returns:

Any return of the equipment after the agreed date, unless agreed to by Stress Less Party staff, will incur a 50% of the hire amount per day until items have been returned to the supplier's premises.

Breakdown or Damage:

- a) Should equipment be found to be faulty due to misuse or tampered with, the customer will be responsible for repair costs stated by Stress Less Party Hire. The customer shall not repair or facilitate repairs without supplier's consent. The supplier shall not be liable for any damage to any person or property resulting from misuse of equipment. **Where a problem or usage question arises, the customer has the responsibility to call 0415 308 134 to request assistance immediately.**
- b) Should equipment be found to be dirty or not returned in the condition it was provided a cleaning fee of \$50 or the cost incurred to clean will be charged. This includes castles not dried or drained of water, animal faeces not cleaned from area under the castles, food not cleaned etc.
- c) If your environment is responsible for any such damaged cause by weather, food, drinks, guest or any other type of surroundings that may have affected our equipment you will be held responsible for repair, labor and all other costs associated
- d) If clause a) hereof applies to the extent that the equipment is lost, damaged, faulty, destroyed or tampered with, the supplier may debit the customers nominated credit/debit card for the cost of repairing the damage to the equipment, or if the damage is beyond repair then the cost of replacing the equipment with an administration fee will be charged.

Cancellation and Refunds:

DEPOSITS AND FULL/PARTIAL PAYMENTS ARE NOT REFUNDABLE!

Should weather be a burden to your event, or any other reason that effects the use of the hire, then the full hire price or wages for a set up will be incurred to cover Stress Less Party Hire outlay, Postponement of the event may lead to availability issues, loss of deposit or price rises of the product, we will work with you to soften these unfortunate circumstances. The Customer is liable to pay for the **full amount** invoiced if cancelled within 3 days of the event.

A full refund will be issued if hire is cancelled by Stress Less Party Hire or its staff. If bad weather is predicted a Stress Less Hire representative will contact the hirer within 24 hours of hire.

Security:

Customer is required to adequately secure the equipment from theft or damage during the hire period or be subjected to replacement cost. The equipment location address must be supplied and to be true and correct. At no time must the equipment be moved unless notified.

Indemnity:

The customer agrees to indemnify the supplier from and against any claim, action, proceeding, judgement, damage, loss, cost, expense or liability whatsoever incurred or suffered by or bought, made or recovered against the supplier to the extent that the same arises or relates to or all actions by the customer, its representatives, partners or agents and any or all its third-party contractors or suppliers. The customer will be liable to the supplier regardless of any other contractual agreements that they have entered into with third parties, either known or unknown to the supplier. Businesses, firms or organisations are recommended to have their own insurances when booking for corporate party events though the supplier

Important Notice:

Stress Less Party Hire has the right to cancel any jumping castles, inflatables or marquees on the day or day before due to extreme weather conditions predicted by BOM warnings.

Wind conditions above 40kms - hire will not proceed.

Customer will be notified via call or text and refunded full payment for the cancelled equipment.

Delivery

When hirer chooses to have items delivered, please note that service is to your door only, unless setup is included in hire price. The driver is not to carry items through a premise. Hirer is responsible to ensure they have necessary help to move items and that items are clean and packed up ready for collection at the end of hire period.

All Melbourne CBD areas attract a fee due to extra allocated time to deliver items due to loading and parking restrictions. Delivery times are set and if customer is not ready to take possession of goods on arrival or pick up the Supplier may leave without notice to the customer to avoid other events being late on the day and will attract a Recollection delivery fee to return. Stress Less Party Hire holds no guarantees with times allocated due to traffic on road issues that may happen or for unforeseen events that may occur throughout the day. Most deliveries are to be a flat level surface including drive ways and access to delivery point of item hired. You will need to advise if steps, stairs or slope surfaces are also a hazard

DELIVERIES ON ARRIVAL WILL NEED TO UNLOAD OR PICKUP AS SOON AS THEY ARRIVE. ANY DELAY IN DOING SO FOR ANY REASON WILL RESULT IN A FEE OF \$25 PER 15 MINUTES

Signed: _____ Date: _____

Full Name: _____