

# Terms and Conditions of Hire Cosmic Co Pty Ltd T/A C2C Event Hire

All items hired and work undertaken by C2C Event Hire, shall be subject to the following Terms and Conditions.

## 1. THE HIRER

The Hirer, by acknowledging these terms & conditions, are deemed to have accepted these terms and conditions.

## 2. PERIOD OF HIRE

The period of hire is considered to be from the time the goods leave the C2C factory until the same goods are returned to C2C factory.

## 3. HIRE CHARGES

- All goods hired for an event will be charged for, whether they are used or not.
- Additional hire charges will be applied if goods are not returned on the arranged day.
- The hire charges provided in any C2C Event Hire's printed material are for guidance in estimating costs only and do not represent a fixed offer.
- The hire charges do not include attendance of C2C staff except during the actual process of installation and removal.

## 4. PAYMENT OF ACCOUNT:

Unless otherwise agreed, payment of the account shall be made as follows:

- 10% Deposit upon confirmation
- 50% Of balance required 1 month prior to event
- All remaining dues required prior to event
- 3% discount available – please inquire
- Instalments acceptable
- Credit card facility – mobile EFTPOS
- Interest of 3% applies to all outstanding balances
- Arrangements for payment with C2C management

## 5. RECOVERY CLAUSE

Please note, if you fail to settle your account with C2C Event Hire, then you agree to pay all costs, fees, charges and disbursements (including agency commissions and legal costs on a Solicitor/Client basis) incurred or to be incurred by C2C Event Hire in recovering any monies due.

## 6. VARIATION OF HIRE CHARGES

C2C Event Hire reserves the right to amend hire charges in the event of variations to the invoice as a result of unforeseen or unquoted changes occurring before or during the period of hire.

## 7. CONDITIONAL CHANGES

Due and timely notice shall be given by the hirer for any amendments, alterations, changes and cancellation to prepared quotes and invoices. Costs will vary under these circumstances.

- 10% Cancellation Fee if notice is given within 30 days of event
- 50% Cancellation Fee if notice is given within 14 days of event
- 90% Cancellation Fee if notice given within 5 days of event.

## 8. SITE AND INSTALL

### (i) Conditions of the Site

C2C Event Hire quotes & invoices are based on the assumption that the site on which the equipment will be installed or to which goods are to be delivered is:

- Level, solid ground with appropriate access for heavy vehicles, and
- All utilities are clearly identified and marked.

If the site does not comply with these requirements C2C Event Hire may, at its discretion, either rescind the Quotation or invoice by giving oral or written notice or by allocating additional hire charges. In such cases, C2C Event Hire shall not be liable for any loss, damage or expense resulting from such rescission of the contract.

### (ii) Exclusion of Liability for Damage to Site and Services

Whether the site complies with the aforementioned requirements, C2C Event Hire shall not be under any liability whatsoever to: make good any damage to the site; damage to drain pipes or cables or other services buried under the site or otherwise concealed; or any consequential loss resulting from such damage, unless an accurate plan showing the precise position of such drains pipes or cables or other services have been supplied to C2C Event Hire.

### (iii) The Position of Marquees/structures and Equipment

It is the Hirer's responsibility to have a representative on the site for the purpose of positioning marquees and equipment, unless prior arrangements have been made. If the Hirer fails to provide a representative on the site, C2C Event Hire may install the marquee/s and equipment where most appropriate and shall be deemed to have fulfilled its obligation.

## 9. PERMITS & DEVELOPMENT APPLICATIONS (DA)

The Hirer is responsible for applying for and obtaining all necessary permits from any relevant authority that has a vested or lawful interest. Any cost incurred by C2C Event Hire for delays or modifications arising from the absence of, or misinterpretation of any such necessary agreements and permits shall be payable to C2C Event Hire by the Hirer and shall form part of the Hire Charge.

## 10. ELECTRICAL SUPPLY TO SITE

The Hirer is responsible for ensuring that the venue has sufficient power supply, plug points, connectors and other facilities for the lighting that has been hired, as well as any other electrical requirements for the site and is responsible for all costs incurred.

## 11. SELF-INSTALLATION

When the Hirer chooses to self-install, equipment hired from C2C Event Hire will be provided clean and packed securely. Written instructions are provided under these circumstances. The Hirer is responsible for the collection and return of all hired equipment unless delivery by C2C Event Hire has been arranged. Under the self-installation arrangement, C2C Event Hire will not provide labour. If the Hirer requires C2C to attend the site for any reason, additional charges will apply.



## 12. INSTALLATION & DISMANTLING

Where installation and removal by C2C Event Hire is included in an order, labour will be provided for installation and also for dismantling of hired equipment and property. Such cost will be included in the hire charges and does not include installation and set up of any decorations and/or equipment not supplied by C2C Event Hire.

No guarantee will be given by C2C Event Hire that hire items will be removed the day following an event, although the company will do their best to meet the wishes of clients whenever possible.

## 13. RETURN OF EQUIPMENT

All equipment hired from C2C is to be returned in a clean, dry condition. Guidelines for correct care of marquees are listed in Item 17. Crockery, glassware and cutlery are to be rinsed and returned in correct packaging. China, glassware, cutlery or tablecloths not in carrying boxes for collection will be considered lost or damaged and replacement charges will be payable.

Any items, particularly crockery, cutlery & glassware returned unclean will attract a minimum cleaning fee of \$55per hour.

## 14. COMPLAINTS/DISCREPENCIES

Matters arising as to shortage, discrepancies or damage on delivery/receipt of goods should be made as soon as possible after taking delivery and before use. Your grievances will not be entertained once the event is over and goods have been returned.

## 15. LOSS OR DAMAGE

The Hirer is wholly responsible for all equipment belonging to C2C Event Hire, whilst in the Hirer's possession.

The Hirer is responsible to make appropriate financial recompense of costs for the loss or damage to goods hired from C2C, where such loss or damage to goods include breakages of crockery and/or glass, and/or theft or burglary. Appropriate recompense will be required unless it can be proved that loss or damage to hired items was caused by faulty material, workmanship or negligence on the part of C2C Event Hire, or can be considered fair wear and tear.

**The credit Card details shown below will be held as security for any damages or Non return of goods hired.**

**The customer agrees with this arrangement and authorizes charges to the credit card in the event of losses or damages.**

# Credit Card Details

Please note we do not accept Diners and American Express

MasterCard VISA card Please charge this amount to my credit card \$

Card No.

Expiry Date On card \_\_\_\_/\_\_\_\_/\_\_\_\_

Name on Card \_\_\_\_\_

Signature.....

Date.....

## 16. INSURANCE

C2C Event Hire carries limited insurance on all items. However, the Hirer shall be responsible for all items during the time of hire.

## 17. LIABILITY TO THIRD PARTIES

C2C Event Hire will not be responsible for the following: and will indemnify C2C Event Hire against: claims for injury to persons; loss of, or damage to property howsoever caused, unless it can be proved that such injury or damage was caused by faulty material, workmanship or negligence on the part of C2C Event Hire.

## 18. CARE & USE OF C2C MARQUEES

- Do not hang anything from the walls of the marquee. If you need to hang anything from the marquee as signage or decoration please ask us and we will instruct you on the best way to do this.
- Do not stick anything to the marquee walls or frame – this includes sticky tape, Velcro dots, duct tape, etc.
- Do not use wire anywhere near the marquee as wire can easily cut and mark the walls and frame
- Do not let anything rub against the marquee wall, e.g. security fencing, table bollards, cooking equipment & similar items
- Do not remove walls and any part of the marquee without prior permission from C2C Event Hire as they may get damaged unless they are properly folded.
- Do not tie rope or straps onto the marquee without asking.
- Never use harsh cleaning chemicals on the marquee walls. If you need to clean spills or marks off the walls, please use warm soapy water and a soft cloth.
- Do not write, paint, stain, or mark the walls in any way - permanent or not.
- DO** ask us questions regarding our equipment and hire terms and do have fun and enjoy your event

