

# GINGERMEGS | STYLING | FLOWERS | HIRE TERMS & CONDITIONS

## GINGERMEGS TERMS & CONDITIONS

These conditions apply to all hires / customer/s unless the customer/s is otherwise notified in writing. No variation or cancellation of any of these Conditions and will be binding on the Company unless agreed to by a responsible officer of the Company in writing.

### 1. QUOTATION

All quotations provided expire within 14 days. The company reserve the rights to adjust prices in any quotation once the expiry period has passed. Quotations do not guarantee the availability of any or all items. Acceptance of the quotation is subject to payment of deposit and the Company's Terms & Conditions. It shall be deemed that the customer/s agrees to and accepts these Terms and Conditions. All payments are strictly due as specified on the Company Quotation

### 2. DEPOSIT

A non-refundable deposit of 30% is required to secure booking. Deposits paid will be deducted from the total bill payable and are non-refundable once a booking has been made.

### 3. CANCELLATIONS & VARIATION OF ORDERS

To cancel your invoice, 30 days calendar notice before the event/hire is required to have any payments, other than the 30% deposit which is non refundable, to be returned to the customer/s. If an event/hire is cancelled within 30 days the full amount paid is non-refundable and will be forfeited to the company. No refunds will be issued due to bad weather. Cancellations are requested in writing via email or letter by the client/s on the invoice, with a minimum 30 days before your event/hire date.

### 4. DELIVERY/SETUP

Some items, including large furniture, incur a delivery surcharge due to their size and weight. Please note delivery surcharges (+15%) will be charged on Public Holidays and weekends that require pickup on a Public Holiday. Unless otherwise stated The Company will not accept cancellation of an order due to late delivery, nor shall it be liable for consequential damages of any kind arising out of late delivery or non-delivery. Fees will be charge to the client for any installation of equipment, delivery and collection. This fee will vary depending upon the distance travelled from the company premises, amount of equipment hired, amount of setup required and installation time. The client will be advised of the fee once all equipment has been decided upon. This fee may be subject to change should the client then change the amount of equipment hired or the amount to be setup. Unless a setup fee has been charged and agreed upon by the company, the company is not responsible for the setup

of equipment. Please provide the company with a site contact name and number that can be called on the day of delivery. Drop off access must be arranged by the customer/s prior to goods arriving. In some cases help may be required to lift furniture on arrival, but is done so at the customer/s own risk. If setup is required by the company, customer/s are responsible for allowing sufficient time and access to the venue for set up.

### 4. USE OF EQUIPMENT

All Equipment supplied on hire is the property of the Company and remains so until it is A) Returned to the Company. B) The customer/s will be responsible for the Equipment until it is returned to the Company, and C) shall maintain the Equipment in good condition, reasonable wear and tear excepted. The customer/s warrants that the Equipment will be returned in good working order to the Company. The Company makes no representation as to the suitability of the Equipment for a particular need or event, and it is the customer/s responsibility to make that judgment on its own behalf.

### 5. ADDITIONAL EQUIPMENT

If after commencement of hire by the Company any specification changes are requested, the cost of such changes will be borne by the customer/s.

### 6. HIRE PERIOD

All prices are based on a strict 3 DAY HIRE PERIOD (pick up/delivery the day before the event, return/ pick up the day after the event). If you require the hire times for a longer period, this can be arranged at the time of booking and will depend on the availability of the goods and be charged at an additional cost per extra day. A quote for additional hire period will be provided at the request of the customer/s. If items are not returned within the hire period, an additional hire fee for items will be charged or deducted from your security bond. No refunds will be issued for the early return of Equipment on extended hire.

### 8. SECURITY BOND

Some items available for hire attract a security bond due to the antique nature and replacement cost of the item if it is damaged, broken, stolen, or unaccounted for upon return, whilst it is in the customer/s possession. The security bond amount will be determined based on the final invoice cost and is due 30 days prior to the event, with final payment. The security bond will be refunded when all goods are returned and are in the same condition they were hired in. In the event items are returned damaged, broken, stolen or are unaccounted for your bond will be returned within 7 days, less the costs to repair any damages, breakages, professional cleaning costs and

replace missing items. If the amount owing for damaged, dirty or non-returned items exceeds the bond paid, the customer/s must pay the difference within 30 calendar days of amended security bond invoice. Bond is calculated based on your total invoice amount and hire items required. Your bond amount will be advised when your final order is confirmed and is required at the time of your final payment. Bond can be paid by direct bank transfer. Minimum Bond required: \$50.00.

### 8. RECEIPTS

Whilst the company does its best to ensure each item has been correctly included on the invoice it is your responsibility to check the itemised receipt to confirm all goods have been delivered. If item/s are missing from your order and are shown on the receipt it is your responsibility to inform the company immediately

### 9. PUBLIC SPACES

The Company does not accept responsibility for the approval or non-approval of Local Council Beach or Park applications. Applications to the Council as well as abiding by the Council Rules and Regulations are the sole responsibility of the customer/s. Ensuring all outdoor/indoor event set-ups are in accordance with the Local Council, or the venues Rules and Regulations is the responsibility of the customer/s.

### 10. FINES

In the event that the company is issued with a fine due to the instructions of the client, the fine will be payable by the client.

### 9. SITE APPROVAL

The customer/s shall be responsible for giving any local or other authorities any necessary notice of their intention to erect the Equipment or to have Equipment erected and shall pay all fees in connection therewith. The customer/s shall solely be responsible to ensure that the site is cleared and ready for the erection of the Equipment and that the foundations upon which the Equipment is to be erected are sufficiently firm and otherwise suitable to safely carry the Equipment and the load to be put on it without subsidence. In the event that the Company incurs or suffers any loss, costs or damages as a consequence of the customer/s failure to carry out its obligations under these terms the customer/s shall be solely responsible and shall indemnify the Company for any such loss, costs or damages.

### 10. MISUSE OF EQUIPMENT

The Company shall not be liable for any loss or damages arising out of the overloading, exceeding rated capacity, misuse, or abuse of the Equipment by the customer/s and the customer/s agrees to keep the Company indemnified in respect thereof.



#### 11. SECURITY

The customer/s is responsible for the security of the Equipment until such time as it is returned to or collected by the Company. In the event of the Equipment being stolen from the job site, the customer/s shall notify the Company in writing stating the full circumstances of the theft and the time the police were notified. Until the Company receives such notification, the hiring charges will continue. The Customer shall also indemnify the Company for any such loss of the Equipment at the current replacement cost of the Equipment, and must pay that cost to the Company on demand. The customer/s must ensure that there is provided lighting, water proofing, safe power supply, public protection, covering of power lines and such facilities as might be considered necessary for the requirement of Authorities or in the interests of safety.

#### 14. LOSSES AND DAMAGES

The Company must be notified immediately of any Equipment lost or damaged during the hire period. The customer/s indemnifies the Company in respect of all such loss. The customer/s must pay on demand to the Company the following amounts;

- i. If the Equipment is lost, the customer/s must pay to the Company the current replacement cost of the Equipment;
- ii. If the Equipment is damaged, the customer/s must pay for all repairs;
- iii. If no notice is given to the Company of a lost item it shall be deemed as extended hire until such item is returned, and hire fees will continue until notice is given or the Equipment is found.

#### 16. SAFETY

The Company adheres to the law of the relevant Work Health and Safety Acts N.S.W. The customer/s is to ensure adequate safety measures are adopted when necessary. The customer/s will make any inspections to ensure that there are no breaches of safety requirements at the site whether imposed by authority or otherwise; and that all works are performed according to relevant safety codes, standards and manufacturer's specifications; and that there are no alterations or modifications to any Equipment made by any person other than an employee of the Company.

#### 17. ELECTRICAL DAMAGE

Any damage to the equipment or venue caused by fusion, malfunction or incorrect placement of electrical equipment is the customer/s liability and the customer/s must take adequate precautions. The customer/s will be liable and charged for any repairs required to the damaged equipment or venue.

#### 18. INSURANCES

Insurance is not covered by the company once the items have left the warehouse location, 6 Smith Street, Taree NSW 2430, with the customer/s. The customer/s are responsible for maintaining all appropriate policies of insurance, covering liability, casualty and property insurances in amounts necessary to fully protect the owner and the goods against all claims, loss, or damage. These policies are to be made available to the company employees upon request. The company is not to be held liable for any damage, personal injury or loss that may

occur before, during or after the event hire period. The customer/s resume all responsibilities once the items have left the company premises.

#### 18. CLEANING

The Equipment must be returned properly cleaned by the customer/s. It is agreed that the whole or any part of the cost incurred by the Company arising out of the failure by the customer/s to clean the Equipment will incur a charge to the customer/s.

#### 22. GOVERNING LAWS AND VENUE

This Contract will be governed and constructed in accordance with the laws of the state of NSW, the parties submit to the jurisdiction of the Courts of that state for determination of any dispute claim or demand arising out of these Terms & Conditions.

#### 23. INTERPRETATION

"The Company" means Gingermegs A.B.N. 37 717 389 381 and includes its servants or Agents. "The Customer" means the person or persons company to whom the Tax Invoice is addressed and shall include their legal representative, administrators, and successors and or permitted assignees. "Equipment" means the items hired by the customer/s from the Company from time to time.

I/We, the Customer acknowledge that we have read, understood and agree with the Terms and Conditions of Gingermegs as set out in the above agreement.

