

Terms & Conditions

1. Definitions

“Equipment” means the items hired out by the Company to the Hirer.

“Hirer” means any person who requests the Company to hire Equipment to it, including its employees and agents.

“Company” means Two Brothers Event Co Pty Ltd; ACN: 604 740 007, its employees and agents.

“Terms” means these terms and conditions.

“Client booking form” is the form issues by the Company detailing hired items and delivery/ set up dates and times.

2. Conditions

Unless agreed otherwise in writing all orders are accepted subject to these Terms and Conditions and the Hirer, by authorising and proceeding with hire is automatically deemed to have agreed to these Terms and Conditions.

3. The Company undertakes

- (a) To deliver and set up the hired goods in accordance with the quote and client booking form
- (b) to dismantle/ collect hired good after event in accordance with the client booking form.

4. The Hirer Undertakes

- (a) To pay a 30 % booking deposit to secure the booking.
- (b) to pay the final balance due in accordance with payment terms on the Company’s invoice. the Company reserves the right not to provide hired goods should payment not be received in accordance to the Company’s invoice terms.
- (c) hire the Equipment at its own risk, and bear responsibility for the Equipment hired from the time of its delivery into the possession of the Hirer until collection by or return to the Company.
- (d) to provide the Company with a plan showing the position in which the Equipment is to be erected and all underground services and any apparent obstacles or to make available a representative on the site for that purpose. In the absence of both, then the Company having erected the Equipment where it thinks fit shall be deemed to have completed the contract. In any event, the Hirer and not the Company will be responsible for any damage to underground cables or pipes.
- (e) In the event that hired items will be left overnight prior to the Hirer’s event date, the hirer will provide security personnel to ensure the safety and security of all Equipment during the period of rental including overnight security personnel where the Equipment is installed on or adjacent to public property.
- (f) To obtain permits from any authorities who are or may be concerned and to make application where necessary to the Planning Authority, District Surveyor, Council, Police, Fire

- Brigade and any similar authority or organisation. Any costs incurred in delays or modifications in the work arising from the absence or misrepresentation of all such necessary permissions and permits shall be payable to the Company by the Hirer.
- (g) Where appropriate to obtain a licence from the Local Authority. Any requirements under the licence must be notified to the Company in writing, at least 28 days prior to Marquee erection. Should the Company for any reason be unable to comply with these requirements, then the Hirer shall be notified and the booking of hired goods/ contract shall be deemed to have been cancelled by the Hirer.
 - (h) if any part of the hired Equipment includes electrical apparatus to provide such power points or supply as may be reasonably required by the Company within 15 metres of the hired Equipment unless otherwise stated.
 - (i) not to enter the hired Equipment whilst it is being erected or dismantled by the Company.
 - (j) to keep any part of the hired Equipment that is a tent/ marquee completely closed and secure and in particular any door fastened when not in use.
 - (k) not to use any lighting, heating, cooking or other gas or electrical appliances of any kind without the prior written consent of the Company.
 - (l) not to light, or allow to be lit, any fire, candle or other naked flame within or close to the hired Equipment without the prior written consent of the Company
 - (m) not to tamper with the structure or any part of the Hired Equipment and in particular not to affix or suspend from the hired Equipment any item whatsoever without the Company's prior written consent.
 - (n) to have all non Company items removed from the tipi after the event at the agreed time and the surrounding outside area clear to ensure a fast de-rig, additional labour will be chargeable to the hirer if the companies' Crew are to remove any items and clear the surrounding grounds.

5. Variations

- a) The rental charge is based on the assumption that the Hirer provides a firm and level site of turf (or some other material not impervious to stakes and able to absorb rainwater) and is served by a firm access road adjacent to the site with adequate hard-standing for commercial vehicles is free from flooding trees and overhead obstruction. If this is not the case or if the Hirer wishes the Company to erect the Equipment in a different position on the site to the one indicated by the Hirer to the Company at the time of booking and in either event the costs to the Company are subsequently increased by reason of increase in labour costs or any other factor the Company may increase the price in accordance with the Company's published price list and hourly labour rates then in force.
- b) The Company will use all reasonable endeavours to supply the Hirer with the hired Equipment but where this is not possible the Company will notify the Hirer as soon as possible with any alterations to the design and specifications of the hired Equipment and where alteration is fundamental the Hirer may terminate this contract and any deposit paid will be refunded.
- c) Prices are based on set up the day prior or in some instances on the day of the event, if the Hirer requires equipment outside of this scope the hirer will be charged a daily hire % surcharge that will be agreed in writing and charged accordingly on the Hirer's invoice.

6. Terms of Payment

The Hirer agrees to pay the Company's hire charge and any other charges, including charges for loss, damage and repairs or any tax, GST, duty, levy, or other expenses paid or payable by the Company. If not otherwise specified by the Company in writing all hiring charges including taxes and duties are to be paid prior to delivery of the Equipment. Subsequent charges for loss, damage, repairs or other expenses are to be paid on receipt of the relevant invoice. The Hirer agrees to pay any expenses incurred or loss suffered by the Company as a result of breach by the Hirer of its obligations pursuant to these Terms (including legal costs on a solicitor-client basis) and to pay all costs and expenses incurred by the Company. Payments are accepted by cash, credit card (credit cards may incur a surcharge) direct debit/ EFT.

7. Cancellation

- (a) In the event that due to unforeseen weather or any such natural occurrence the Company can not complete its contractual obligations due to the safety of the companies equipment, staff and the Hirer's safety which includes but not limited to heavy rain, hail, high winds from 50klm, soft grounds, excessive mud or hard grounds. If such termination occurs the Company shall refund to the Hirer all sums paid by the Hirer to the Company by way of deposit or otherwise, less any incurred cost to the Company ie travel and wages.
- (b) **All deposits paid by the hirer are non refundable.** If the hirer cancels 28 days prior to the Rig date shown on the Client Booking Form the compensation will be the full rental charge and invoiced amount.
- (d) **if the hirer decides to cancel part of their order or cancel certain items from their invoice after a deposit and booking is taken then the deposit for that particular cancelled item is forfeited and will not be applied to the final invoice payment, this is due to items being rare and limited and the companies loss of holding an item for such a period that cannot be rehired.**

8. Hire

- (a) The Company agrees to hire the Equipment to the Hirer on these Terms and the terms of the booking. If there is any inconsistency, these terms prevail.
- (b) The Hirer agrees that the Company can use any photographs and images of their event for promotional purposes including as examples of our work and in any brochure, newsletter, manual, report, website or other media, and such use may include Hirer's name or other Intellectual Property as it appears in the materials, and the Company may also alter the materials to remove such name or other Intellectual Property without prior approval as to any such use or alteration.

9. Security Bond

The Company reserves the right to request a security bond to cover any equipment. The bond and amount will be determined by individual booking requirements. Any damaged, missing, very unclean items will be charged at full replacement cost and/or cleaning cost will then be deducted from the bond amount.

10. Property

The Hirer acknowledges that the Company may inspect the Equipment at any time during the period of hire, whether notice of such inspection is given to the Hirer or not, and the Hirer shall provide all assistance and co-operation necessary to facilitate such inspection of the Equipment. The Hirer shall indemnify the Company in relation to any action of trespass or any other action or claim against the Company in the course of the Company exercising its right to inspect the Equipment. The Hirer acknowledges that all property in and title to the Equipment at all times remains with the Company, the Hirer does not acquire any property in or title to the Equipment and the Hirer's interest in the Equipment is as bailee of the Company only.

11. Damage, Lost, Stolen OR Unclean items

If the Equipment is lost, breaks down or is damaged, the Hirer must immediately notify the Company of the details. Notification shall not absolve the Hirer from its obligations under these Terms. In the event that the Equipment breaks down or becomes unsafe to use, the Hirer shall immediately stop using the Equipment and take all steps necessary to prevent the Equipment from sustaining any further damage. The Hirer must also take all steps necessary to prevent injuries from occurring to any person or property as a result of the condition of the Equipment and must not repair or attempt to repair the Equipment without the Company's prior written consent.

The Hirer bears full responsibility of all equipment hired. The hirer will pay full replacement cost of any equipment badly damaged, lost or stolen.

The hirer will pay any repairing costs to damaged equipment. Any damaged equipment will be decided by the hire company if it can be repaired or require replacement. Burns, holes, tears, WAX water damage or other similar damage to equipment shall be replaced at full cost to the client.

Any hired items that is found unclean, the hirer shall pay the hire company the full cost of returning the equipment and hired items to a clean condition.

The Hirer shall protect the equipment from the elements during the time of hire. In poor weather conditions storage of the equipment may be necessary and is the responsibility of the hirer to see that the equipment is stored safely. Any equipment damaged from weather is the full responsibility of the Hirer and shall be paid at full replacement cost to the company. If the Equipment is lost or damaged and the loss of or damage to the Equipment is caused by the negligence or willful act or omission of the Hirer or the breach of any of these Terms by the Hirer, the Hirer shall without limitation be liable for;

- (a) any costs incurred by the Company in repairing or replacing the Equipment;
- (b) hire charges for the Equipment until the Equipment is repaired or replaced; and
- (c) any other costs whatsoever incurred or loss suffered by the Company as a result of the damage to or loss of the Equipment.

12. Release and Indemnity

The Hirer hereby releases the Company from, and agrees to indemnify the Company in respect of any third party claims, action, suits, demands, costs and expenses for damage or injury to person or property arising directly or indirectly out of the hire or use of the Equipment by the Hirer or the Hirer's breach of any of these terms.

13. Damage Waiver

The Accidental Damage Waiver is an OPTIONAL fee that will be added to an invoice unless the Customer requests that Accidental Damage Waiver be removed. This waiver applies to unintentional damage to the Goods during the hire period. This waiver does not extend to intentional destruction or damage, vandalism, graffiti, loss or theft. The Fee for Accidental Damage Waiver is 5% of the sub-total of the Invoice. Please note this damage waiver is separate and distinct from insurance (refer clause 13). If the Hirer agrees to pay a damage waiver to the Company to cover any costs associated with any accidental damage to a particular item of Equipment, provided that the replacement cost and/or the cost of repairs to any Equipment which was damaged does not exceed 10% of the hiring fee for the particular item of Equipment. If the damage exceeds 10% of the hiring fee for the particular item of Equipment, then Clause 10 shall apply. The damage waiver does not apply to or cover any other damage to or loss of Equipment including, without limitation:

- (a) damage resulting from overloading, exceeding rated capacity, misuse, abuse or improper servicing of Equipment;
- (b) damage or loss due to disappearance of the Equipment;
- (c) damage caused by the use or operation of Equipment in contravention of any of these Terms;
- (d) damage to, or loss of, the Equipment from any unknown cause; and
- (e) excess soiling

14. Insurance

The Hirer will maintain at its own expense all appropriate policies of insurance:

- (a) for theft and damage to the Equipment hired in an amount not less than the full replacement cost of the Equipment; and
- (b) for liability, property and casualty insurance coverage in amounts necessary to fully protect the Company and its Equipment against all claims, loss or damage whatsoever.

15. Limitation of Liability

To the full extent permitted by law, all warranties, conditions and guarantees that may otherwise apply or be implied are excluded and the Company's only obligation resulting from a breach by it or of any condition, warranty or guarantee that cannot be excluded is limited to replacing the Equipment or supplying Equipment similar to the Equipment, repairing the Equipment, paying the cost of replacing the Equipment or paying the cost of repairing the Equipment.

16. Third party liability

The Company will not be responsible for and the Hirer will indemnify the Company against all claims for the injury to persons or loss or damage to property howsoever caused unless it be proved, and then only to the extent, that such injury or damage was caused by faulty material or workmanship or negligence on the part of the Company

17. Force Majeure

If the Company is unable at any time to perform any of its obligations whether wholly or partly by reason of any cause beyond its control (including without limitation, acts of God, inclement weather; floods, winds from 50klm, excessive rain/ hail, soft grounds, hard grounds, strikes, lockouts, fires, riots, civil commotion or unrest, interference by civil or military authorities or act of war) the Company may give written notice to that effect to the Hirer, giving full particulars of such force majeure in which case the obligations of the Company under these Terms shall, to the extent that they are affected by the force majeure, be suspended during the term of the force majeure. The Company shall not be liable for any loss or damage suffered by the Hirer as a result of any delays caused by such force majeure events.

18. Dimensions

It is the obligation of the Hirer to acknowledge and seek out the correct site for tipi rig.

The dimension for the required site is outlined in the diagrams on the Companies website, NOTE this is for the tipi site only and it should be noted and fully understood that the site also requires an additional 20m either side of the tipi marquee site for correct rigging and equipment layouts.

Name: _____

Date: _____

Signature: _____