



HIRE AGREEMENT

TERMS & CONDITIONS

The following Terms and Conditions apply to all sales and services between Pink Petals Brisbane ABN 97 383 810 850 (The Company) and The Hirer.

1. DEFINITIONS

“Company” is Pink Petals Brisbane

“Hirer” refers to the person(s), the entity hiring equipment from The Company.

“Equipment” refers to all the Equipment and accessories supplied to The Hirer.

2. QUOTATIONS

(a) Unless otherwise stated, all quotes provided are valid for seven (7) calendar days from the date of issue. The Company reserves the right to adjust the prices in any quotation once the expiry period has been reached. Equipment is hired on a ‘first come, first served’ basis and a quotation does not guarantee the availability of any/all items.

3. HIRE PERIODS

Hire rates are for the day only. Pink Petals will set up, and return to remove at the end of the night, or the following morning (depending on location and venue requirements).

4. DEPOSITS, PAYMENTS AND OTHER FEES

(a) A strictly non-refundable booking fee of 30% of the total hire/service cost is required to be paid to The Company to confirm The Hirer’s booking. The deposit amount paid will reduce the total bill payable. This is due within 3 days of the invoice being sent. The remaining balance of 70% is to be paid no later than 3 weeks prior to the event.

Deposits are required for all orders, with the exception of:

- i. Orders placed less than thirty (30) days from delivery require full payment to secure the booking.

(b) By payment of the deposit it is deemed that this agreement has been read, understood and agreed to.



(c) The Hirer invoiced is liable for all payments and additional damages incurred by The Company. If The Hirer is booking on behalf of another person(s), they accept full liability on behalf of the Third party and all associated costs.

i. If The Hirer requests in writing, for the invoicing and liability to be transferred to the Third Party, this agreement must be signed by the Third Party with full billing and contact details provided for The Company to verify.

(d) The Hirer takes full responsibility that all relevant details and information on the issued invoices are correct including any/all subsequent invoices.

(e) A bond of between \$100 and \$300 is payable (depending on hire item) and will be returned within 3 working days once equipment has been checked off. Any broken, missing or damaged items will be deducted from the bond and an additional invoice will be sent to cover any remaining balance. If damages less than bond, remaining bond will be refunded.

5. CANCELLATION

(a) Booking deposits paid are non-refundable to cancellation, change of mind or change of date. No refund applies to the deposit amount.

(b) In the occurrence that a refund would be deemed eligible, and has been confirmed in writing between The Company and The Hirer; any refunds will incur an administration fee of \$50.

(c) All cancellations must be done in writing to hello@pinkpetalsbrisbane.com.au by The Hirer.

(d) Cancellations made more than fourteen (14) days from delivery will receive a refund of any funds remitted, excluding the booking deposit.

(e) Cancellations made less than fourteen (14) days from delivery will receive a refund of delivery and collection fees only. The remainder of the booking must be paid in full as the cost of Equipment is considered a lost opportunity to The Company.

(f) Strictly no refund applies for Equipment cancelled within 24 hours of delivery, or cancellation on delivery.

6. FORCE MAJEURE

(a) The Company will not be liable or responsible for any failure to perform, or delay in performance caused by events outside our reasonable control (including but not limited to; adverse weather conditions, pandemic/epidemic, war or acts of terrorism and/or Government directives). In these circumstances, we shall use every effort to notify you as soon as is reasonably practical and attempt to find a solution for The Hirer.



(b) The Company will not be liable for any consequences beyond The Company's reasonable control.

(c) Any request for refunds or postponements will be referred to The Company's standard Terms and Conditions, unless otherwise agreed upon in writing between The Hirer and The Company.

7. DELIVERY, SET UP AND PICKUP

(a) There must be an on-site contact available at all times during the delivery and collection days to sign for both the delivery and collection.

i. The Hirer must provide The Company with the name(s) of this person(s) and appropriate contact details.

ii. Delivery access and permission(s) must be arranged by The Hirer prior to The Company's driver arriving.

(b) The Hirer must provide clear delivery and pick up instructions at least seven (7) days prior to the event date. These instructions include date, time, location, on-site contact details and any further information which is needed for the delivery and collection of hired Equipment..

(c) If The Company is setting up Equipment, The Hirer is responsible for allowing sufficient time and access to the venue for set up.

(d) When Equipment is received, it is the responsibility of The Hirer or their representative to check the itemised receipt to confirm all Equipment has been delivered. If item(s) are missing from the order and are shown on the receipt, it is the responsibility of The Hirer to inform The Company immediately.

8. SAFETY & SECURITY

(a) The Company adheres to the laws of the Workplace Health and Safety Act (2011) QLD.

i. The Hirer is to ensure all appropriate safety measures are in place where necessary for the safety of The Company's delivery and installation team.

ii. The Hirer will undertake any safety inspections required to ensure there are no breaches, and confirm all works are being performed according to standards and specifications.

iii. The Hirer is to ensure that there are strictly no alterations or modifications made to any delivered Equipment by any person other than an employee of The Company.

(b) The Hirer is responsible for taking care when handling any Equipment and is responsible for informing other parties about relevant Terms and Conditions of the Hire.



(c) The Hirer is responsible for notifying The Company immediately in the event of any loss or damage to Equipment. It is the responsibility of The Hirer to cover any additional charge(s) for the lost/damaged Equipment.

9. LIABILITY AND INDEMNITY

NOTE: All stock is used and therefore reasonable signs of wear and tear will show as they are continual hire items.

(a) The Hirer assumes all responsibility for the Equipment from the time of delivery until the time of collection by The Company. The Hirer is liable for all Equipment damaged or lost during this period.

(b) Insurance is not covered by The Company once the Equipment has been delivered or picked up from The Company location.

(c) If an item is returned excessively dirty or stained, The Company will arrange for professional cleaning, and The Hirer must be responsible for, and pay any relevant cleaning charges within seven (7) days.

(d) If an item is returned damaged but repairable, The Company will arrange for repair, and The Hirer must be responsible for and pay any relevant repair charges within seven (7) days..

(e) If an item is lost or damaged beyond repair, The Hirer must be responsible for and pay for the cost of replacement within seven (7) days.

(f) It is the responsibility of The Hirer to ensure all tableware items are rinsed of food and drinks and repackaged exactly as delivered.

(g) All Equipment must be repackaged and returned back to The Company in the same packaging and boxes provided upon delivery or collection from The Company Warehouse.

(h) The Company shall not be liable for any loss or damages arising from the misuse or abuse of Equipment by The Hirer. The Hirer must keep The Company indemnified in respect thereof for any loss or damage(s).

(i) The Company shall not be liable for any damages caused by its Equipment in the event that the venue, room or premises are not cleared to receive The Company's Equipment.

(j) The Hirer agrees that all charges for but not limited to hire loss, hire extension, damage and repair, legal fees, collection fees or any additional expenses incurred will be borne by The Hirer.



10. TERMS OF TRADE

We, Pink Petals Brisbane, agree to supply to its customers with services and/or goods (as referred to in the quotes/invoices) from time to time on the following terms and conditions:

(a) Immediate notification to Pink Petals Brisbane of any alteration to ownership, legal entity or trading style.

(b) Any additions, alterations, extras or variations to that specified shall be in writing. Pink Petals Brisbane shall not be compelled to proceed with the same until any price variation and payment arrangements have been confirmed in writing.

(c) No claims shall be recognised by Pink Petals Brisbane unless the claim is made within three (3) days of supplying the goods/services. All reasonable claims so notified shall be recognised, notwithstanding, such complaint, payment for those items acknowledged as correct shall be made in accordance with the agreed terms of trading.

(d) Should collection proceedings at any time be required to enforce payments to Pink Petals Brisbane, We agree to reimburse Pink Petals Brisbane with all costs, disbursements, debt collection agency fees, search fees, solicitors costs and commissions payable to the debt collection agency.

(f) If work being performed is for a Pty Ltd Company then all the directors of the company agree that if payment is not made by their company to Pink Petals Brisbane then all directors can and will be held personally liable for this account and this will be a continuing guarantee until cancelled in writing.

By paying your non-refundable booking fee it is taken that these terms are agreed upon.