

GIANT FLOWERS AUSTRALIA – TERMS AND CONDITIONS OF HIRE

DEFINITIONS

- The “Owner” shall be referred to as Giant Flowers Australia from here on.
- The “hirer” entering the contract will be referred to as the “hirer” from here on. “Hirer” means the person, firm or company, jointly and severally if more than one, hiring goods from Giant Flowers Australia
- The “Goods” means all the decorations and accessories supplied to the hirer.
- “Terms” means these Terms and Conditions of Hire.
- “Site” means the geographical location at which the hired goods are used.
- “Hire Period” means 24 hours-Giant Flowers Australia’s minimum standard hire term.
- All advertised prices refer to standard, minimum Hire period.

TERMS AND CONDITIONS

1. The conditions of hire apply to all hires by the “Owner” to every “Hirer”, unless the “Hirer” is otherwise notified in writing. No variation or cancellation of any of these Conditions of hire will be binding unless agreed to by both parties in writing.
2. The following Terms and Conditions must be accepted by the “Hirer” prior to “Owner” making the goods or services available to the “Hirer”.
3. Owner reserves the right to change the prices/specials on the site at any time without notice.
4. **Ownership.**
Goods hired shall, at all times, remain the property of the Owner.
5. **Hire Fees**
 - a) The Hirer agrees to pay the Owner the Hire Fees for the Goods at the rates specified on the website or in the Goods Hire Invoice for the Hire Period specified by the agreement. The Hirer pays for the entire time the Goods are hired out not for the time the Goods are used. The minimum, standard hire period is 1 day.
 - b) A 50% deposit is required upon the booking of the Hire.
 - c) Full payment of Hire Fees must be made no later than 21 days prior to the Hire date and the Hire is NOT deemed confirmed until full payment is received by the Owner. The Owner reserves the right to cancel the booking, retain the security deposit and re-Hire the Goods if not paid 21 days prior.
 - d) The Hirer agrees to any additional costs and payment in full for any additional freight/delivery costs incurred and any additional Hire Fees and other charges incurred as a result of late return of Goods and/or cancellation.
6. **Goods & Services Tax/Stamp Duty.**
Where applicable the Customer will be charged Taxes in accordance with current Federal and State legislation.
7. **Security Deposit (Bond)**
At the discretion of the Owner and security and complexity of the Hire, the Hirer may be required to pay additional security deposit/bond directly to the Owner prior to delivery. Minimum amount of the bond is \$200 or 50% of the Hire Fees (whichever is greater). Bond may be paid in the form of cash or Bank Transfer. The bond may be used by the Owner as payment for lost, stolen or damaged Goods or any other related charges. The Hirers liability for any lost, stolen, or damaged Goods will be for the total replacement or repair cost of the Goods and is not limited to the bond amount. If the Goods are collected without damage, then a full refund of the security deposit/bond will be made to the Hirer via Bank Transfer.
8. **Reservations & Cancellations**
A \$100 administration fee will apply to all bookings that are cancelled more than 21 days prior to the hire date. All bookings cancelled within 21 days of the hire date will incur 50% of the total hire fees (equal to booking deposit). Bookings cancelled within 5 business days of the hire date will be charged 100% of the hire fees. In case, when the Goods are not available for collection on the due date then hire fees will continue to apply based on the standard minimum hire rate for Goods hired until collected

9. Damage.

The hirer accepts full responsibility for the equipment once they take possession of the equipment. This is from the time it is delivered, to the time it is collected. The hirer is liable for the replacement cost of any Goods or equipment that is stolen, vandalised, or broken. The hirer is liable for any damages caused to the Goods and equipment, and this includes damages caused by weather and vandalism.

10. Access, Delivery, and Installation.

- a) The Owner does NOT allow DIY installations due to the nature of the Goods and High replacement cost. All orders will be delivered, installed, and collected by the Owner.
- b) Minimum fee for delivery, installation and collection is \$132.00 within 25 Km radius from Perth CBD. This fee will vary, subject to the size and nature of the order as well as the distance to/location of the site.
- c) The Hirer shall be responsible for giving any local or other authorities any necessary notice of their intention to erect the Goods or to have Goods erected on site and shall pay all fees in connection therewith. The Hirer shall solely be responsible to ensure that the site is cleared and ready for the installation of the Goods and that the foundations upon which the Goods is to be erected are sufficiently firm and otherwise suitable to safely carry the Goods and the load to be put on it without subsidence. In the event that the Owner incurs or suffers any loss, costs or damages as a consequence of the Hirer's failure to carry out its obligations under these terms the Hirer shall be solely responsible and shall compensate the Owner for any such loss, costs or damages.
- d) The Hirer agrees for the Owner to deliver, install and setup the hire equipment prior to events, ceremonies, and functions.
- e) The Hirer shall provide the Owner with full access and/or necessary permissions (either from owners or third-party venues) to enter the premises for setup and installation. All setup instruction should be provided by the Hirer to the Owner prior to the event so the Hirer need not be present for installation purposes.
- f) Date of the event and address of the venue must be disclosed to the Owner prior to obtaining a final quote.

11. Insurance

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

- a) for loss of or theft of the equipment hired in an amount not less than the replacement cost.
- b) for loss of business as a result of damage to or breakdown of Goods hired.
- c) for liability, property, and casualty insurance coverage in amounts necessary to protect the Owner and its staff and agents and its Goods against all claims or loss whatsoever.

12. The Hirer hereby releases the Owner from and agrees to indemnify the Owner in respect of any third-party claims, actions, 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 Goods by the Hirer.

13. The Hirer shall be bound by these Terms and Conditions whether signed by the Hirer or his/her agents, employees, servants, representatives, or contractors.

14. The laws of Western Australia shall govern this agreement. Venue for any legal proceedings brought in connection with this contract shall be in WA.

15. Use of photographs

The Hirer hereby consents to and authorises the photographer to allow Owner access and use of photographs featuring the hired equipment, and assigns for use of any purpose whatsoever including, without limitation, sale, reproduction in all media, publication, display, broadcast and exhibition for promotion, advertising, trade, art, or illustration.

By making the formal booking and payment of the 50% booking deposit, the Hirer confirms to have read, understood, and agreed to above Terms and Conditions. Also confirms that the Owner has referred the Hirer to read the Terms and Conditions and also referred to above on the Invoice.