



BOOKING AGREEMENT

1. DEFINITIONS

- i. "THE BUSINESS" means The Slumber Boutique Party Hire, ABN 77413211670. The person who books the equipment warrants that they are either the Hirer or have the authority of the Hirer to book the equipment.
- ii. "THE EQUIPMENT" means goods hired as they appear on the booking agreement.
- iii. "THE AGREEMENT" means the Booking Form/Hire Agreement between the Business and the Hirer of the equipment.

2. AGREEMENT

- i. The Hirer, by placing an order via email or telephone, agrees that they accept the conditions of the hiring agreement.
- ii. The Business will retain a booking form/hire agreement for the hire of the goods, which the Hirer, or agent of the Hirer, will be supplied a copy of upon request.
- iii. If the agreement is not signed by the Hirer this does NOT forfeit the agreement.

3. HIRING CHARGES

- i. Unless prior arrangements are made hiring charges are for a 24-hour period.
- ii. The hiring charges are for the agreed period as per the Agreement.
- iii. If the equipment is unavailable for pick up or return, the Business reserves the right to charge the Hirer for extra time as per the 24-hour rate.
- iv. Postponement, If the Hirer chooses to postpone the hire of the equipment, cancellation charges will apply. See below.

4. PAYMENT

- ii. A \$50 non-refundable deposit is payable on booking.
- iii. Orders or bookings are confirmed only after the deposit payment via a bank transfer has been received unless prior arrangement has been made.
- iv. The balance of hire payment is due 5 working days before delivery.
- v. The Business reserves the right to withhold delivery if full payment is not received on the date of delivery.
- vi. An extra delivery charge may apply if the Business needs to reschedule the delivery or return to the premises once delivery has taken place.
- vii. A \$150 bond must be paid in CASH at time of delivery. This will be fully refunded on the date of collection if no damage has occurred to any of the equipment.
- viii. Payment can be made by bank transfer to the following account:
 - Account Name: The Slumber Boutique
 - BSB: 014 305
 - Account Number: 424238397
 - Ref: Please use your name as a reference so we can identify your payment

5. CANCELLATION

- i. If the Hirer cancels the Agreement, the Business reserves the right to charge the following:
 - Over 7 days from delivery date \$50.00 (non-refundable deposit)
 - Within 7 days from delivery date* 100% of the invoice amount*The Delivery date is usually the day of the function / booked date, unless otherwise specified.
- ii. Your hire booking will be treated as cancelled if the \$50 deposit is not received by us 5 working days prior to the forms being sent out unless alternate payment terms have been agreed.
- iii. In the event of extreme or adverse weather conditions making it impossible to erect the bell tent(s), The Business cannot accept any responsibility or liability for losses or other costs incurred as a result. In this situation we will work with you to offer you an alternative site/date, where possible.

- iv. The Business reserve the right to cancel your hire booking at any time. In the unlikely event of this happening, a full refund will be made, however The Business will not accept responsibility or liability for losses or any other costs incurred as a result.
- v. Should your chosen location cancel or terminate your booking for any reason whatsoever, no refund will be given by The Business. In this case, please contact us as a matter of urgency and we will do our utmost to help you find an alternative site.

6. Delivery and Pickup

- i. Delivery, set up and pick up within a 25km radius of Burpengary are included.
- ii. Delivery outside of this area will be quoted upon request and are at an extra charge on top of the hiring fee.
- iii. Delivery times will be discussed as part of the booking.
- iv. If the set-up location isn't easily accessible this should be indicated at the time of booking. In particular steep slopes and restricted stairway access need to be discussed as an extra fee maybe chargeable on top of the hiring fee.

7. Receipt of Delivery

- i. The Hirer is responsible for being present to accept delivery of the equipment.
- ii. The Hirer is responsible for any loss or damage incurred if He / She arranges equipment to be delivered without being present or without an authorised agent present i.e. The Hirer is responsible for losses or damage resulting from equipment being delivered to an unattended premises or location as requested by the Hirer.

8. Positioning / Setting up of Equipment

- i. The Hirer is responsible for indicating clearly the location of the assembly or dismantling of the equipment.
- ii. The Business will deliver, erect and furnish the equipment to the agreed location on the first day of the commencement of your booking or on a day before as agreed in the booking.
- iii. The Business will dismantle and remove all equipment from your event location on the day of termination of your hire period, or the day following, weather permitting.
- iv. The Business will dismantle and remove all equipment from your event location on the day of termination of your hire period.
- v. The Business will take every care, but shall not be liable for any damage to the site, site access, furniture or personal belongings.
- vi. While The Business will do everything possible to ensure the equipment is erected at the agreed time and date, no responsibility or liability can be accepted for delays due to road accidents or severe traffic problems.

9. Use of Equipment

- i. The Hirer is responsible for checking the quantity of hired items against the invoice/agreement upon delivery and should contact the Business on 0457 224372 immediately to advise of any discrepancy or damage discovered.
- ii. Advice after the function will not be considered as advice and the Hirer will be, liable for any loss or damage to the Equipment.
- iii. Damage to Hire equipment during use is the responsibility of the Hirer and the Hirer agrees that repair or replacement charges for damaged equipment will be actioned after the hire date.
- iv. If at any time during the hire period the Hirer considers the equipment to be faulty, it is the Hirers responsibility to contact the Business by telephone to report the problem.
- v. The Business reserves the right to repair or replace the faulty equipment as soon as practicable during the hire period to the reasonable satisfaction of the Hirer.
- vi. The Hirer should not attempt to repair the Equipment without prior consent of the Business.
- vii. Call out charges, relative to the time of day, will be due and payable if the equipment is found not to be faulty as claimed by the Hirer.

- viii. The business will not be liable for any loss, damage or expenditure incurred by the Hirer due to faulty Equipment for any reason whatsoever.
- ix. At the end of the hire period the Hirer must stack, clean and pack all equipment as it was when it was delivered to ensure no extra pick up charges are incurred by the Business due to extra time on the pick-up.

10. Health and Safety

- i. The Business operates a STRICT NO SMOKING policy inside the tents.
- ii. No candles with flames or cooking equipment are permitted inside the tents.
- iii. Battery operated candles will be provided.
- iv. For your protection and safety, cooking is also prohibited inside the tents.
- v. Fire pits and BBQ's can cause fires and the release of deadly carbon monoxide. Any fire pits should be sited a safe distance from the bell tent and should not be left unattended.
- vi. The Equipment is not suitable for pets with the exception of guide dogs.

11. Cleaning

- i. A cleaning charge will be applied to all equipment returned dirty \$25 per piece of equipment. This will apply to all hire equipment.
- ii. Linen does not need to be washed, however if they are returned stained or excessively dirty a cleaning fee will apply.
- iii. All hire equipment; linen and bed sheets need to be returned dry.

12. Insurance

- i. Insurance is the Hirer's responsibility during the hire period.
- ii. The Hirer is responsible for the security of the equipment at all times during the Hire period.
- iii. Any lost, broken, damaged or destroyed equipment will be charged to the Hirer at full replacement value.

13. Liability to Third Parties

- i. The Business will not be liable for any claim for personal injury, death, loss or damage to the property however caused unless it is proved that such injury was caused by faulty material, workmanship or negligence on the part of the Business.
- ii. The Businesses decision is final in all matters relating to these Terms & Conditions of Hire.

14. Force Majeure (unforeseeable circumstances preventing someone from fulfilling a contract).

- i. The Business cannot accept any responsibility or liability for losses or other costs incurred as a result of: acts of God including fire, flood, storm or natural disasters, war, sabotage or acts of terrorism, government sanctions, labour disputes including strikes, lockouts, boycotts or other Industrial action, failure in the transportation of equipment or in the provision of services.

HIRERS NAME

HIRERS SIGNATURE

DATE
