

TERMS AND CONDITIONS OF HIRE

The following Terms and Conditions must be accepted by the "Hirer" prior to "Mini Express Fun Food Hire" making the goods or services available to the "Hirer"

1. **DEFINITION:** 'THE COMPANY' means Mini Express Fun Food Hire their sub-contractors, agents and authorised employees. 'THE HIRER' means the person, company or agent of The Hirer on the tax invoice hiring the equipment from The Company. The person who signs for the equipment warrants that they have the authority of the Hirer to sign for on their behalf. 'THE EQUIPMENT' means the goods hired as they appear on the invoice, for the function, event or purpose, for which the goods are to be used. 'THE AGREEMENT' means the Hire Agreement or Hire Contract / Tax Invoice between The Company and The Hirer of The Equipment.
2. **GENERAL:** All equipment hire is subject to the 'Terms and Conditions of Hire' as printed hereon and on the Mini Express Fun Food Hire Website: They will bind The Hirer.
3. **DEPOSIT:** All Hirers, unless prior arrangements are made, are required to offer a valid credit card as security on booking and to reserve hire equipment exclusively, and The Hirer authorizes The Company to action any charges on that credit card given as security, in accordance with the Company's cancellation and postponement policy. Refer below to points 6 and 7. At least 1 week prior to the delivery date, The Hirer is required to pay a security deposit of 20% of the hire amount to reserve equipment exclusively.
4. **PAYMENT:** Unless The Hirer has an account with us, payment is due prior to our delivery. The Company reserves the right to withhold delivery if payment has not been received prior to delivery. An extra delivery charge will apply should The Company have the need to redeliver as a result of non-payment on delivery. Payment methods include cash, cheque, Visa, MasterCard. The Hirer authorises The Company to deduct hire charges and any additional charges from the credit card. Refer to cancellation conditions below.
5. **HIRE PERIOD:** The period of hire shall operate from the commencement date and time as shown on the quotation provided or the time the equipment is delivered to the hirer whichever is the later and will cease when it is returned to owner or, if the hirer notifies the owner in writing that the equipment is available for return at a particular address.
6. **POSTPONEMENT:** If The Hirer chooses to postpone the hire of equipment, charges shall apply as stated in 'CANCELLATION' listed below.
7. **CANCELLATION:** If The Hirer cancels The Agreement prior to the commencement of the stated delivery date, then The Company reserves the right to charge the following as a percentage of the figure appearing on the Tax Invoice, and as stated as follows: Outside 30 days, no charge; 15 – 30 days notice, 25% of the hire total; 7-15 days, 50% of the hire total; under 7 days and on the day of delivery/collection 100% of the invoice total.
8. **DELIVERY:** The owner will deliver within Melbourne Metropolitan Area at an acceptable cartage fee, surcharges may be applicable subject to location and accessibility for equipment. Minimum order applicable.
9. **USE OF EQUIPMENT:** The equipment whilst in the hirers possession is the responsibility of the hirer and should be used at all times in the correct and proper manner for such equipment. The equipment should be operated safely, strictly in accordance with the law and only for its intended use.
10. **CLEANING:** All equipment hired by Mini Express Fun Food Hire will be delivered clean and in working state, Upon completion of the hire, the equipment must be properly cleaned by the hirer. It is agreed that the whole or any part of the cost incurred by Mini Express Fun Food Hire arising out of the hirer failing to adhere to this clause will result in the Mini Express Fun Food Hire deducting that cost from the hirers deposit or a charge may be imposed.
11. **BREAKDOWN** In the event of a breakdown or failure of the equipment, the hirer shall inform the owner immediately, on no account should the hirer attempt to repair the equipment without the prior consent of the owner. In the event that such a breakdown or failure of the equipment is caused by wear and tear and not by hirer's negligence or misuse or any other reason whatsoever, then the owner will make all reasonable efforts to replace the equipment to the specified address. In no event shall the owner be responsible for any costs due to damages caused by the hirer.
12. **INSURANCE:** Insurance is The Hirer's responsibility during the hire period. The Hirer is responsible for the security of the equipment at all times during the hire period. Any lost, broken, damaged or destroyed equipment will be charged to The Hirer, at full replacement value.
13. **LIABILITY TO THIRD PARTIES:** The Company will not be liable for claim for personal injury, death, loss or damage to property howsoever caused.
14. **THE COMPANY'S DECISION IS FINAL IN ALL MATTERS RELATING TO THESE TERMS AND CONDITIONS OF HIRE**

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

Print Name _____ Date: _____