**Terms and Conditions for**

**All Things Borrowed- ABN 794 010 088 07**

**To confirm you’re booking with All Things Borrowed please read this Hire Agreement carefully as it will apply to all sales, hire and services provided by All Things Borrowed.**

**Definitions**

**1. “Owner”** refers to the business trading as ALL THINGS BORROWED ABN-794 010 088 07, its employees and agents.

**2. “Hirer”** refers to any person, company, firm, corporation or Government agency, or its representative who shall hire items from the owner or engage services from the owner.

**3. “Items”** refers to any goods that are being hired from All Things Borrowed by a Hirer.

**4. “Hire Agreement**” refers to this document, its terms, conditions, responsibilities and liabilities of the Hirer.

**5. “Event”** refers to the agreed upon start date for Items to supplied by the Owner.

Please note: All Items are in a used conditioned and as a result have reasonable signs of wear and tear, as they are continual hire items

**Ownership**

The Items supplies for hire expressly remain the property of the Owner.

**Quotation**

Unless otherwise stated the Owners quotation will be valid for a period of 14 days calendar days from the date of issue. The Owner reserves the right to adjust any prices once the quotation has expired. All Items hired by the Owner are on a first deposit paid first secured basis and a quotation does not ensure the availability of Items. Acceptance of the quotation must be received in writing from the Hirer, payment of deposit must be received from the Hirer and a signed copy of the Hire Agreement by the Hirer must be received by the Owner before any booking is secured and any date reserved. On commencement of the hire of Items without the Hirers returned signed Hire Agreement it shall be deemed by the Owner that the Hirer agrees to and accepts the Hire Agreement. All prices quoted by the Owner are in Australian Dollars and include GST.

A 15% surcharge will be include in your quotation for Items and/or Services requiring the Owner to drop off and/or set up and pick up and/or pack down on long weekends due to public holidays. A 10% surcharge will be included on the quotation for Items and/or Services requiring the Owner to drop off and/or set up and pick up and/or pack down on a Sunday.

**Deposits and Payments**

A non-refundable deposit of 50% is required by the Owner to secure a booking and to reserve a date for all hire and/or services. Final payment is required by the Owner 21 days prior to the secured booking date by the Hirer. If the Hirer requires Items to be supplied by the Owner less than 21 days prior to the event. Then full payment is required by the Owner upon booking. Upon payment you will be deemed to have accepted the Hire Agreement. Failure by the Hirer to make the final payment 21 days before the event will result in the Owner cancelling the booking. All deposits are to be made using Direct Deposit details one the Hirers invoice. The Owner requires that all invoices are to be paid in full 21 days before the Event for any Items to be released to the Hirer.

**Cancellations and Variation of orders**

All cancellations to the Owner require a minimum of 14 calendar days’ notice and must be received in writing from the Hirer to have any payments refunded excluding the 50% non-refundable deposit. If the Hirer cancels an invoice within 14 calendar days from the hire and/or services event then all monies paid by the Hirer to the Owner are non-refundable and forfeited to the Owner. No refunds will be issued to the Hirer by the Owner due to bad weather.

Variations to invoices are welcome, however any variations to be made to an invoice is at the discretion of the Owner and subject to Items and/or services availabilities. When the variation results in the invoice being reduced by more than 10% of the original invoiced amount the Hirer agrees to pay the Owner 90% of the original invoiced amount.

**Receipts**

The Owner endeavours to ensure that all items requested have been included on the Hirers invoice. However it is the responsibility of the Hirer to cross check the itemised receipt and delivered Items to confirm all Items have been received. If any Items are missing from the order it is the responsibility of the Hirer to inform the Owner immediately.

**Late Fees**

The hire period is a 4 day hire period unless otherwise agreed upon by the Owner and the Hirer in writing. Exception to this is our ceremony packages that are a 1 day hire period only However if the Hirer does not return the Items at the agreed upon time. The Hirer will be charged a late fee by the Owner which will be 50% of the Hirers original full invoiced amount.

**Delivery and Setup**

Some Items have a delivery surcharge due to their size and weight. A surcharge of 10% will be added to the quotation for deliveries of Items on a public holiday weekend. The Owner must be provided with a site contact name and site contact details including mobile phone number. Site access must be arranged by the Hirer for the Owner to have access for deliveries and/or collections of Items. In some instances assistance may be required for lifting of Items, which the owner takes no responsibility for other individuals during these instances. If set up is required by the Owner the Hirer will arrange and ensure the Owner has adequate time and access to the site.

 **Damage and Loss**

The Hirer is responsible for all damages and/or losses to any of the Owners Items which occur during the hire period. The Hirer also agrees to pay the Owner the full replacement cost plus 50% of the replacement cost for any Items that are lost or are considered being irreparably damaged by the Owner. Items including, but not limited to, linens that are returned to the Owner with stains including, but not limited to, candle wax, mud, mould, rust, graffiti and/or heavy food or beverage stains that are unable to be restored to a clean condition via ordinary laundering procedures. The Owner will charge the Hirer the expert cleaning cost (i.e. dry cleaning cost) plus a $100 service charge. Items returned to the Owner by the Hirer that have cracks, chips, burns, holes, tears, breakages or permanent stains as deemed by the Owner will be charged to the Hirer at the full replacement cost plus 50% of the replacement cost. Replacement Item costs will be invoiced to the Hirer and payment of the invoice from the Hirer to the Owner will be due 21 days from the date of the invoice.

**Public Spaces and Fines**

The Owner does not take any responsibility for any outdoor spaces that require a council approval to use. The Hirer is fully responsible for seeking all council approvals and using said spaces in the appropriate manner to comply with council approval. If the Owner is issued with a fine due to following instructions and/or information supplied by the Hirer, the fine will be fully payable by the Hirer.

 I HAVE READ & AGREED TO THE HIRE AGREEMENT FROM ALL THINGS BORROWED.

Hirers Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hirers Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hirers Licence Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hirers Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_