

Wedding & Event Hire Grafton Hire Terms and Conditions



DEFINITIONS

In these conditions;

- (a) The “Owner” is Grafton Hire
- (b) The “Site” refers to www.graftonhire.net.au
- (c) The “Hirer” and The “User” refers to the person hiring the equipment from the Owner
- (d) The “Equipment” means all the equipment and accessories supplied to the Hirer.

1. All items hired from Grafton Hire, will be subject to the following Terms and Conditions.

Amendments to this agreement can be made and effected by us from time to time without specific notice to you.

Agreement posted on the Site reflects the latest agreement.

THE HIRER

2. The hirer will hire the Equipment at its own risk, and bear responsibility for the Equipment hired from the time of its delivery into the possession of the Hirer until collection by or returned to the Owner. In accepting the Equipment, the Hirer acknowledges that it has duly examined the Equipment and has satisfied itself as required. Should the Hirer alter any installation or delivery requirements during, or after installation or delivery, the Hirer is liable for all extra costs of the Owner’s employees;

The Hirer will:

- (a) Not remove the Equipment from the location designated on the invoice without the Owner’s permission.
- (b) Comply with any written or verbal instructions given to the Hirer or accompanying the Equipment.
- (c) Hire the Equipment at its own risk, and bear responsibility for the Equipment hired from the time of its delivery into the possession of the Hirer until collection by or returned to the Owner.
- (d) Not sub-hire any equipment unless authorised by the owner.
- (e) Ensure all Equipment is returned or ready for collection by the Owner’s driver, in a clean, dry and properly packed condition and if being collected, is readily accessible.

(f) Be responsible for obtaining the necessary permits and/or plans and pay such fees as may be required to use the Equipment.

(g) Assume the risk of and indemnify and hold the Owner harmless from and against any and all property damage and personal injury resulting from: (i) the use of the Equipment; (ii) contact with underground cables, pipes, services or other obstructions; and (iii) all necessary surface repairs.

(h) Our Marquees are of the highest commercial grade and are engineered to withstand 50 km/hr wind gusts. In the event the wind/gusts are predicted to surpass 50km/hr on or before your event day, the hirer accepts any changes recommended by the owner regarding the installation of the marquee, eg: adding walls, changing the marquee position/location or in extreme circumstances, cancel the installation.

(i) For the safety of our staff and to adhere to health and hygiene regulations all hired items must be cleaned of food and beverages. This includes but is not limited to cutlery, crockery, glassware, catering supplies and equipment. If these items are not returned in a satisfactory condition then the following charges will apply: \$50 to \$200 per order. Please contact the office if you are unable to clean the hired equipment before your items are returned.

(j) Please do not throw confetti near the Americana Chairs or Ottomans, as it will stain and do not leave the chairs outside overnight or underneath trees overnight. If the chairs are left outside overnight and are returned stained, then the hirer will be responsible for the replacement cost.

PAYMENT and CHARGES

3. The Owner has the sole discretion to provide the terms of payment. Unless otherwise agreed, A 10% deposit must first be received by the Owner prior to confirmation and acceptance of an order. By paying a deposit you are agreeing to Grafton Hire's Terms and Conditions. Payment's for Hire can be made by Credit Card, Bank Transfer, Cash or EFT.

(a) Full payment is due 7 days prior to the event date.

(b) Instalments acceptable.

(c) The Owner has all the discretion to cancel or deny orders.

(d) The Owner is not responsible for pricing, typographical, or other errors in any offer by the Site and reserves the right to cancel any orders arising from such errors.

(e) Amount quoted is in Australian dollars (AUD) and is for the noted hiring term only.

(f) You agree that all charges for hire loss, hire extension, damage and repair will be paid and that all collection fees, legal fees or any expenses involved in the collection of these charges will be borne by the Hirer.

DAMAGE WAIVER

4. The 5% damage waiver (excluding GST) is payable by You to cover all costs associated with normal wear and tear to the Equipment and any accidental damage to a particular item of Equipment, provided that the replacement cost and/or cost of repairs to any Equipment which was damaged does not exceed 10% of the hiring fee for the particular item.

This waiver does not apply to any other damage to Equipment including;

- (a) Damage resulting from overloading, exceeding rated capacity, misuse, abuse or improper servicing of Equipment.
- (b) Damage due to mysterious disappearance of the Equipment.
- (c) Damage to, or loss of, the Equipment from any unknown cause.
- (d) Damage or breakage of the hire item caused by fire, storm or accident
- (e) Failure to return the hired equipment by the return date unless an extension has been approved by the owner.
- (f) Damage resulting from not properly drying, cleaning and/or packing the Equipment.
- (g) Glassware breakage of up to 4 glasses, additional cost per glass start at \$3.30.
- (h) Any non-removable stains on items will be charged for the cost of replacement.

CANCELLATION

5. Cancellation of orders or products may forfeit all booking deposits.

- (a) 10% Cancellation fee if notice is given within 30 days of event.
- (b) 50% Cancellation fee if notice is given within 5 days of event.
- (c) Cancellations made by the owner due to predicted dangerous/extremely high wind gusts for the hire period will result in a full refund.
- (d) Cancellations due to social restrictions or lockdowns as a result of the COVID-19 pandemic will be issued with a credit for the amount which has been paid and is valid for 12 months from the date the event was postponed. The credit will be transferred across to the new event date.

LIABILITY and INDEMNITY

6. The Hirer is responsible for the Equipment from the time of delivery or Hirer pick-up until collection by the Owner or return by the Hirer and shall pay for all Equipment damage or loss however caused during that period. The Hirer shall protect the Equipment from the elements from the time of delivery, use, storage or waiting period before collection. The Hirer shall maintain at its expense liability, property and casualty insurance coverage in amount necessary to fully protect the Owner and its Equipment against all claims, loss or damage of whatever nature or type. The Owner shall not be liable for any loss or damage caused to any person, property, animal or things whatsoever arising from the use of the Equipment hereby hired and the Hirer indemnifies the Owner in respect to any claims for such loss or damage.

7. The Owner's count and/or decision as to condition of the Equipment prior to dispatch and on return shall be final.

8. The Hirer grants the Owner access at all times to inspect or repair the Equipment and in the case of default to remove the Equipment. The Hirer shall on no account attempt to repair the Equipment but notify the Owner immediately in case of breakdown or failure.
9. The Hirer agrees not to use the Equipment at locations or purposes different to the Equipment's general designated purpose and specified suitability, such as indoor vs. outdoor use. The Hirer acknowledges responsibility for the Equipment and is liable for any damage.
10. Where the Hirer is more than one person liability shall be joint and several.
11. The owner reserves the right to cancel any installation should the weather forecasted consist of dangerous wind gusts before the event day.
12. The Owner reserves the right to take photos at event locations utilising the Owner's equipment. Photos are taken with a focus on the Equipment and are selected with due care to exclude recognisable private property and persons. Photos may be used in publications or other media produced, used, or contracted by the Owner.

DELIVERY and COLLECTION

13. Grafton Hire offers both delivery and collection of hired goods, the fee will vary depending distance travelled from Grafton Hire premises, amount of equipment hired, and installation time. The hirer will be advised of the fee once all equipment has been decided upon. Most of our Marquees are to be installed and delivered by Grafton Hire only, a delivery fee applies only.
14. Hired equipment can be collected from Grafton Hire premises during our office hours of 7.00am until 4.00pm Monday to Friday.
15. Delivery charges are based on a weekday delivery and pick up during the hours of 7.00am to 4.00pm Monday to Friday. Additional charges will apply to after hours or weekend delivery/collections. If a weekend hire delivery is normally Thursday/Friday, pick-up is Monday/Tuesday
16. Setup is only on Dance Floor's and Marquees, we do NOT set up Table/Chair (furniture) etc.
17. The Hirer is responsible for having someone available to accept the delivery and upon collection.
18. Failed collection attempts will result in an additional collection fee.
19. Failure to have items ready for collection or returned on the agreed date will incur a late charge fee.

ACCEPTANCE OF THESE TERMS

20. By paying a deposit you are agreeing to the Grafton Hire terms and conditions. Amendments to this agreement can be made and effected by us from time to time.