

HIRE AGREEMENT

1) Definitions

For the purpose of this hire agreement, the following words shall have the following corresponding meaning:-

'Bond' means the payment made in case any damage is made to the Goods.

'Commencement Date' means the date that the Hire Period commences as disclosed in the Tax Invoice.

'Damaged' means not in the same state as when the goods were hired. For example this includes but is not limited to: stains, marks that are unable to be removed, bent ribs, handles or shafts, holes, or not in working order.

'Deposit' means the payment made to secure the booking of the Goods. The Hire Fee of the Goods.

'Hirer' means the person, firm, partnership, company or other body which is hiring the goods, as specified in the booking

'Hire Fee' means the fee payable by the Hirer for the hire of the Goods.

'Goods' means either umbrella or parasol or both.

'Owner' means Rainy Day Gatherings umbrella hire (ABN: 606 528 552 29)

'Return Date' means the date the Hirer must return the Goods to the Owner as disclosed in the Tax Invoice.

'Tax Invoice' means the tax invoice issued by the Owner for the hire of the Goods.

2) Agreement

- a) At the request of the Hirer the Owner agrees to hire the Goods for the Hire Period to the Hirer for a Hire Fee, particulars of which are set out in the Tax Invoice.

3) Hire period

- a) The normal hire period is from 9am Friday to 6pm Monday unless arranged otherwise and stated on the invoice. The umbrellas can be picked up from Merewether or delivered to a location that suits you.

4) Pick up or delivery

- a) The Goods can be picked up from Merewether at the address noted in the Tax Invoice.
- b) The Goods can be delivered for a delivery fee. The delivery fee is \$15 each way within the Newcastle area, or \$30 each way in the Hunter Valley or Central Coast.

5) Payment

- a) Full payment is required at the time of the booking. A Tax Invoice will be provided to the Hirer.
- b) A Bond is taken for each Goods. The Bond is \$20 for each item of Goods hired.
- c) The Bond is due one week before the Commencement Date.
- d) Subject to clause (7), the Bond will be refunded within one week after the Goods are returned.
- e) Bank transfer is the only form of payment. Please note we do not have the facilities to accept payment by credit card.

6) Checking the Goods

- a) If the Goods are delivered, the Hirer is responsible for checking the Goods on arrival or within a reasonable timeframe determined by the Owner if the Goods are picked up by the Hirer.
- b) Any missing or damaged items must be reported to the Owner before 6pm on the same day the Hirer receives (or picks up) the Goods.

- c) If no notification is completed by the Hirer to the Owner within this timeframe, the Owner will consider the order completed.

7) Damaged, lost, and cleaning fees

- a) A cleaning fee of \$5 per Goods will apply if the Goods are returned wet or not in a clean state. This will be deducted from the Bond.
- b) The Bond will not be refunded if any Goods have been returned damaged, or with marks that are unable to be removed.
- c) The Bond will not be refunded if any Goods have been lost.

8) Umbrella use

- a) The Hirer is responsible for the care and security of the Goods.
- b) The White and Black Lace Parasols (Millie) should not be used in the rain.
- c) The Goods must be returned in the condition they were received. That is in a clean and dry state.
- d) The umbrellas are to be opened and air dried after use. Should there be any marks these can be cleaned with warm soapy water.
- e) Do not leave black umbrellas to dry in the sun. This will cause them to fade.
- f) Do not tie up the umbrellas when they are wet. This may cause rust marks which may not be able to be removed.

9) Returning

- a) If the Goods are not returned by the Return Date (unless previously arranged) a late fee will be charged at \$5 per item per day.

10) Cancellation

- a) Cancellations made up to two weeks prior to the Commencement Date will be eligible for a full refund of the Deposit.
- b) The Deposit will not be returned if a cancellation is made up less than two weeks prior to the Commencement Date.

11) Acknowledgement

- a) The Hirer acknowledges and agrees that he/she has relied on his/her own judgement, in relation to the fitness of the equipment to perform any particular job or function prior to agreeing to these terms and conditions. The Owner bears no responsibility for any injuries resulting from the use or misuse of any Goods, or failure of such Goods supplied to the Hirer. The Hirer is responsible for all medical and transportation expenses as a result of such injuries.

12) Acceptance of terms and conditions

Name of Hirer:
(please print)

Address:

Declaration: *I agree to abide by the terms and conditions set by the Owner within this document.*

Signature:

Date:
