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Terms & Conditions of Hire – Effective May 2015

Thank you for considering using Divine Events' services for your event. In order to run a successful partnership and in making your event a memorable & hassle-free experience, we do require the following terms & conditions to be read, understood & adhered to.

Definitions

In these terms & conditions the following terms have the following meanings:

“Product” means all property including but not limited to all furniture, props, designs, drawings, packaging & road cases, photographs & pictures and intellectual property which the Owner agrees to hire to the Client

“Client” including their officers, agents, employees and contractors means the person hiring the Equipment from the Owner;

“Owner” means the company which supplies the Equipment to the Hirer, being Anfield Road Holdings Pty Ltd T/A Divine Events ABN 85 192 107 426;

Validity of Quotes

Quotes provided to any Client are valid for a 14 day period after which items and pricing may vary.

Confirmation of bookings

Bookings are only confirmed once the Client has returned a signed agreement of the quote along with a 30% deposit in an accepted payment form.

Payment of charges

- a. **Non Account Client.** The Client must first pay a 30% deposit to confirm and lock in the booking. Final payment (full balance) quoted will be required ten full (10) working days (excluding public holidays) prior to the function on the basis of minimum confirmed numbers.

If full payment has not been made prior to the event date it will be automatically deducted from the credit card provided on the “Credit Card Security Bond Form” two days prior to the hire date. If this credit card is declined and full payment is not processed, the hired Products will not be packed, delivered or provided on-site until full payment has been made.

Any additional equipment required at the function shall be payable on the day requested.

- b. Non Account Clients agree to provide the Owner with a completed credit card security bond form, authorizing the Owner to debit the Client's credit card for any missing or damaged product post event.
- c. **Account Client.** Payment terms are as per current account arrangements with Owner.

Accepted Forms of Payment

All credit card payments are subject to a 2% merchant fee, but we do not accept AMEX or Diners. This surcharge will be added on at the time of processing.

Payment via EFT (direct deposit, NOT BPAY) is only applicable at least five (5) working days prior to the function.

Payment details are as follows:

Account Name: Anfield Road Holdings Pty Ltd T/A Divine Events

BSB: 062 000

Account: 1315 4080

Pricing

All prices are current at the time of printing and will be revised annually in line with CPI increases.

Pricing on initial quotes is based on venue access of a minimum 3 hours for set up and pick up the following day, should it be advised that there is less time available for set up &/or pick up, a revised or additional labour cost may be required.

Prices quoted are for delivery on street level. Extra charges may be payable for delivery to and removal from higher or lower levels.

All costs are net and payable to Divine Events.

Costs include all Government and State Taxes (including GST), which shall be borne & paid by the client.

Damage Waiver

A damage Waiver is payable by the Hirer to cover all costs associated with normal wear and tear to Products and any accidental damage to a particular Product, provided that the replacement cost and/or cost of repairs to any Product which was damaged does not exceed 10% of the hiring fee for the particular Product.

The damage waiver does not apply to or cover any other damage to or loss of Equipment including, without limitation:

- (a) damage resulting from overloading, exceeding rated capacity, misuse, abuse or improper servicing of Equipment;
- (b) damage or loss due to disappearance of the Equipment;
- (c) damage caused by the use or operation of Equipment in contravention of any of these Terms;
- (d) damage to, or loss of, the Equipment from any unknown cause.

Cancellation

Cancellation by the client must be in writing, cancellations made after quote has been confirmed will be subject to the following:

- **More than 30 days prior to the date of hire:** No cancellation fee except for costs incurred with items that have been custom designed or ordered specifically for the client
- **Less than 30 days prior to date of hire:** Subject to 30% of the total amount of the hire value plus costs incurred in the preparation of any custom designed or ordered items.
- **Less than 14 days to date of hire:** Subject to 100% of the total amount of the hire value

Removal of Products from Confirmed Quote

Once a deposit is made the quote remains flexible until 14 days prior to the hire date. If the hire date is more than 14 days away, products can be removed entirely from the quote without penalty unless a product is custom ordered or custom designed. Once the hire date is less than 14 days away, if a product is removed from the quote (i.e. if the order contains 100 chair covers, and all 100 are removed) the client is subject to pay 100% of the hire value.

Final Numbers

In order to provide you with the best service & availability of Products, final numbers are due ten (10) working days (excluding public holidays) prior to the Client's event. These are the minimum numbers on which we will base all charges on; numbers may increase after this point by mutual agreement.

Surcharges

Should the event fall on a weekend or public holiday, additional charges will apply to transport & labour costs to allow for holiday & weekend rates.

Should the venue require items to be removed from premises outside normal business hours an additional labour fee will be charged.

Divine Events require minimum 4 hours set up time prior to wedding start time. If the venue cannot allow this set-up window then an additional labour cost may be applicable.

Any additional charges incurred by the venue including but not limited to scissor lift hire, rigging point hire, etc. will be borne by the Client.

Liability/Indemnity

The Client will indemnify and keep indemnified Divine Events and its agents against any loss, damage or injury however caused from any negligent act, omission or breach of this contract of the Client or its agents, which occurs during this event except to the extent to which the loss, damage or injury is caused by Divine Events or its employee.

The Client's total liability for any loss (including any indirect or consequential loss) suffered or otherwise incurred by Divine Events is capped at ten times the total fees paid by the Client under this Agreement.

The Client Agrees

As the Client, I agree and accept full responsibility for the following conditions:

- a. Through the period of hire to maintain the Products (including packaging and road cases) and to return Products in the same conditions as it was when the Client first took possession
- b. To be responsible for all damage to Products caused by the weather including but not limited to rain, hail and wind
- c. Promptly to pay all charges in accordance with the terms set out herein irrespective that no demand shall have been made by the Owner
- d. To return all Products promptly to the Owner at the end of the hire period, without any requirement by the Owner to make demand in relation thereto
- e. To permit (and obtain permission) for the Owner and any of its officers, servants and agent to enter the premises where the Equipment may be located and (without prejudice to any other claims or rights as the Owner may have to damages or otherwise) to inspect the Owner's Products or to merit the repossession by the Owner of the Products if the Owner determines that any breach of the terms or conditions of the hire has been committed
- f. The Client is responsible to ensure that Divine Events has accurate bump in/out times at least 2 weeks prior to the event date
- g. All expenses, costs or disbursements incurred by the Owner in recovering any outstanding monies, including debt collection fees and Solicitor costs, shall be paid by the Client.
- h. Where the Owner agrees by special arrangement to deliver Equipment to a person (whether or not an officer, servant or agent of the Hirer and whosoever identified), nominated by the Client, that person shall be deemed to be the authorized agent of the Client for all purposes of the contract and be bound by these terms and conditions without releasing the Client named herein from being personally and severely liable hereunder
- i. To be responsible for all loss or damage whatsoever or howsoever caused to any person or property in relation to the Product or the use thereof and without limiting that responsibility, the Client shall be liable to effect public risk insurance in relation to the Products for the duration of the period of hire
- j. Acknowledge that repairs of damaged Products will not be undertaken without the written authority of Divine Events.
- k. All missing Products or those damaged beyond repair will be paid for at current retail value.
- l. In signing this document I also acknowledge that I have been provided with the authority to act on behalf of the party referred to as the "Client".

Insurances

Divine Events carries public liability insurance to the value of \$20,000,000.00. However we recommend that separate "event" insurance be considered to cover against such eventualities as inclement weather, theft, equipment failure and any other unforeseen incidents.

Copyright

Divine Events owns all intellectual property, including all designs, literary and artistic works, documentation, plans, drawings, specifications, sketches, reports, graphics and logos created by it in relation to the event. Any evidence of breach of copyright will be subject to legal action.

Impossibility/ Force Majeure

Should events beyond a party's control, such as airline strikes, acts of God or civil disturbances, materially affect that party's ability to perform its obligations under the contract, it shall be terminated without penalty and (except for Divine Events obligation to repay to the Client any amount including but not limited to any deposit paid in relation to the event) no party shall be liable to pay to the other party any amounts as a result of the termination.