

## LITTLE ONES PARTY HIRE TERMS AND AGREEMENT

This agreement is made between Little Ones Party Hire and the Hirer.

These terms and conditions apply to the hireage of Equipment the Hirer has agreed to hire from Little Ones Party Hire. In using our website or choosing to hire from Little Ones Party Hire for this or for any other purpose the Hirer agrees to be wholly bound by these terms and conditions.

### Terminology

In these terms and conditions, the expressions:

“we”, “us” and “our” are a reference to Little Ones Party Hire

“you” and “Hirer” means the person who has agreed to rent the Goods and your heirs and successors;

“Goods” means the goods you have selected to hire and any replacement for those items and all associated accessories and other equipment;

“Hire Term” means the period beginning on the date you have nominated and ending on the date you have nominated as the expiry date upon which the goods are to be returned to us.

### Hire of Equipment

We agree to hire the equipment to you for the Hire Term for a stated fee and charges and you agree to return the Goods to us by the end of the Hire Term. All Goods are hired clean and undamaged and must be returned in the same condition unless otherwise agreed. We reserve the right to charge a bond on all equipment hired and refund of any bond is dependent on return of the hired equipment in as good and clean a condition as when first received by you. Some items are hired with accessories and these accessories must be returned in good condition with the goods.

You are entitled to use the goods for the Hire Term and for any mutual agreed extension of the Hire Term negotiated with Little Ones Party Hire prior to the end of the Hire Term if the goods are available for the extended period; If not available then you agree to return the goods as per the original hire period.

A bond is applicable on all items hired from Little Ones Party Hire.

You agree to pay the full bond. Bonds are refunded in full on return of the hire item in its original condition.

Items returned early are not eligible for a refund for unused time.

Upon booking a deposit is payable.

It is your responsibility to check all of the ordered equipment on delivery or collection and you must notify Little Ones Party Hire of any faults or missing items within 2 hours of receiving the equipment for hire. We do not give any warranty in respect of the condition of the hired equipment, or it's suitability for any particular purpose. It is the hirers responsibility to ensure that any equipment hired is appropriate for its intended use. If delivery or collection of the hire equipment is frustrated (for example, if the you or your agent are not at the delivery point when agreed, or if the you or your agent are not ready to take delivery at the time advised to the us, or if we cannot gain access to the delivery point), then we reserve the right to charge a \$10 redelivery or recollection fee.

Little Ones Party Hire does not accept responsibility for any injury to person or persons or damage to property belonging to you or to anyone else, which arises from the use of any equipment hereby hired. If the hirer is a consumer, nothing in these Conditions restricts, limits or modifies the hirer's rights or remedies as against us for failure of a statutory guarantee under the Australian Consumer Law.

### Your Obligations

The personal particulars you have provided with your order are declared by you to be correct in every aspect and are not misleading in any way including, without limitation, by omission.

You agree;

- a) You will keep the Goods you intend to hire in good condition and only use them in accordance with the manufacturer's recommendations. Report any damage to, or loss of, the Little Ones Party Hire immediately and return the items if damage is such that the equipment is no longer safe to use.
- b) You will pay for hireage until return of the goods hired. Late fees are incurred from the day after the hire ends unless you have made other arrangements. Late fees are \$40 per item per week.
- c) You will be liable for any breach of this agreement committed by you, your servants or agents.
- d) You will indemnify us for any loss (including legal costs) in relation to any breach of this agreement by yourself;

- e) You will in the event that the Goods are involved in any accident, immediately discontinue the use of the item, notify us and arrange for the return of the Goods to us.
- f) You will notify us of any change of address of the hirer at least 48 hours before any such change.
- g) You will use the goods personally and not allow any non contracting party to use them.
- h) You will maintain the hire items in good condition and if hire items are returned soiled, sandy, smelling of cigarette or other smoke scent or stained, or containing any bodily or other fluid including blood, urine, faeces or other you will be charged a \$40 cleaning fee and will be deducted automatically from your bond with the remainder refunded to you. If the hire item is not returned or returned damaged in which case the full retail value/rrp list price of a brand new replacement item will be charged to you.
- i) It is the responsibility of the hirer to arrange to have the hired items returned to us at the end of the hire term. NO reminders are sent. Items not returned on time will automatically be rehire to you at \$40 per item per week. Please ensure you contact us prior to your hire expiring to arrange its return on time.
- j) Insurance of the equipment is the responsibility of the hirer – we do not effect any insurance whatsoever on the goods. The risk in the goods and all insurance responsibility for theft, damage or otherwise will pass to you immediately on the goods being delivered to you or taken by you from our premises.
- k) The hirer must keep itself acquainted with the state and condition of the Equipment and ensure that it remains in a safe, serviceable and clean condition. Any breakdown or any unsatisfactory working of the Equipment must be immediately notified to us. Under no circumstances shall the hirer repair or attempt to repair the Equipment unless the hirer obtains our prior written consent. Unless otherwise required by the Australian Consumer Law, any cost of repairing the Equipment by the hirer will be borne by the hirer. If requested by us, any Equipment, which the hirer claims requires repairs, must be returned to our premises by the hirer for examination.

#### Specific Warnings

You must take your own precautions when using the Goods and ensure that your use of the Goods is in accordance with the manufacturer's recommendations. You agree that before you begin the use of the Goods you will familiarize yourself with the manufacturer's recommendations and comply strictly with them.

If during the course of the term of your hire your hire item becomes faulty, stops working properly or is damaged you will contact Little Ones Party Hire who can arrange for the hire item to be inspected and where necessary replace the faulty product. If we attend your premises for a fault with a hire product and there is found to be no fault you will be charged a \$30 call out fee

#### Exclusion Clause

##### a) Indemnity.

You shall indemnify and keep indemnified and save harmless us and our servants and agents from all damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from use, maintenance, transport, operation of the goods or otherwise and whether resulting from the negligence of Little Ones Party Hire, it's servants or agents or otherwise.

##### b) Exclusion of liability.

To the full extent permitted by law, all express and implied terms, conditions and warranties (other than the ones set out in these terms and conditions, are excluded).

We are not liable for any damage, injury or loss to any person or property arising from the possession, operation or use of the Goods by You or any other persons using the equipment during the hire period.

Whether or not Part 3-2 Div 1 (s 51 – 68) and Part 5-4 of the Australian Consumer Law, or any law to a similar effect applies, Our liability for anything in relation to the equipment and its use, including damage or economic loss, is limited, at its option to the replacement or cost of replacement of the Goods.

##### c) Operation of clauses.

Clause A & B hereof to the extent they are inconsistent with other clauses, terms or conditions of this agreement are to override such clauses and be of paramount force.

Amendments to Terms and Conditions We reserve the right to amend these terms and conditions at any time.

Amendments will be effective immediately upon notification on this website. Your continued use of the website will represent an agreement by you to be bound by the terms and conditions as amended.

Privacy Policy All personal information collected by Little Ones Party Hire is protected by the Privacy Act

1988 (Commonwealth of Australia). Any and all information collected at this website – including application form content and email addresses – will be kept strictly confidential and will not be sold, re-used, rented, loaned or otherwise disclosed to a third party, except where prior written permission is obtained from the individual who supplied the information and to whom the information refers. No attempt will be made to identify users of their browsing activities except, in the unlikely event of an investigation, where a law enforcement agency may exercise a warrant to inspect the service provider's logs.

Any personal information provided to Little Ones Party Hire by site users will be treated with the utmost care, and will not knowingly be used in ways not explicitly consented to by the user who supplied the information and to whom the information refers.

#### Disclaimer

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