



BOOKING TERMS AND CONDITIONS

LNE Herd Investments trading as Absolutely Fabulous Event Styling and Campbelltown Party Hire

ABN 30 151 056 352

The following terms and conditions are liable to all clients whether Persons or Corporation named on the rental agreement (Referred to as the Hirer including the servants, agents and contractors of the "Hirer") when hiring from Absolutely Fabulous Event Styling and Campbelltown Party Hire

(Referred to as Ab Fab and CPH.)

Table of Contents

1. DEFINITIONS	3
Equipment	3
Period.....	3
Hirer	3
2. INTERPRITATION	3
Quotation	3
Placing orders	3
3. PRIMARY OBLIGATIONS	4
Payment	4
Accepted Methods of Payment.....	4
Pre-Approved Account Holders.....	4
Binding Agreement	4
Security Bond.....	4
Delivery, Pickup and Labour Surcharges.....	5
Final Numbers for Bookings.....	5
Hire Items	5
Packaging and Coat Hangers	6
Delivery and Installation.....	6
Storms, Wet or Windy Weather – Outdoor events.....	6
Permits	7
Floristry	7
Display.....	7
4. CANCELLATIONS	7
5. TERMINATION	7
6. FORCE MAJEURE	8

1. DEFINITIONS

Equipment includes all goods, articles and machinery supplied by Ab Fab and CPH for a fee applicable to this contact.

Period of hire shall commence at a date and time shown on the rental agreement and when the equipment is delivered to the hirer or picked up by the "Hirer". The contract will cease when the equipment is picked up by or returned to Ab Fab and CPH.

Hirer agrees to remain in full control of the equipment and accept responsibility for ensuring that the equipment is used in accordance with any instructions provided; and

warrants that he/she is empowered to make this agreement on behalf of all persons who will use and operate the equipment until the equipment is returned; and

is protected by conditions and warranties implied by law which cannot be waived by an agreement. No part of this agreement will limit in any way the benefit of those warranties, conditions and rights. Subject to the aforesaid Ab Fab and CPH liability is limited to refund of the hiring fees and reserves the right to limit its liability to the minimum possible under the aforementioned law; and

acknowledges that he/she will inspect the equipment prior to entering into this agreement and be satisfied as to the suitability for the "Hirers" needs and that said equipment is in good working and substantial working condition; and

all "deliveries" are made to the kerbside at the address stated. If for the convenience of the customer, his agent or subcontractor the vehicle crosses the kerbside any damage or injury to property or the personal shall be the responsibility of the customer, his agent or subcontractor whether arising from the driver of use of the vehicle or otherwise; and

the "equipment" will be used only whilst in good working condition (Reasonable wear and tear is acceptable) until the end of the hire period. Apart from said "reasonable wear and tear" the "Hirer" will be required to deliver up the equipment in good working order and condition.

2. INTERPRITATION

Quotation

All quotations are inclusive of GST and valid for a period of 14 days from the date of issue.

Placing orders

Ab Fab and CPH will not accept any orders placed verbally. All orders must be placed in writing via email to abfab@absolutelyfab.com.au or sales@campbelltownpartyhire.com.au

3. PRIMARY OBLIGATIONS

Payment

25% Non-refundable booking deposit is due at the time of booking.

100% payment for your booking is due 14 days prior to the event.

Ab Fab and CPH reserve the right to request a larger deposit for large orders and for sourcing special items or for the manufacturing of goods to the client's specifications. If this is required, you will be informed at the time of booking.

Accepted Methods of Payment

Cash, Credit Card – Mastercard and Visa (2.2% fee will apply) or Direct Deposit to Absolutely Fabulous Event Decorations – Westpac, BSB 032-717 Account 222 344.

Pre-Approved Account Holders

Companies with a pre-approved account will be issued their invoice post event. Full payment of this invoice is due within 14 days of the invoice. Interest will be charged daily at normal overdraft rates plus 1.5% Administration fees on any monies owing.

Binding Agreement

Acceptance of the rental agreement is a binding agreement without a deposit being paid.

Security Bond

A security bond may be required prior to delivery or pick up of hire items and/or services. The security bond is refunded upon return of all clean and undamaged hire items. Reasonable wear and tear is acknowledged and confirmed prior to delivery / pick up. If for any reason there are damaged, lost, stolen or unreturned hire items the security bond will be forfeited to cover cleaning / replacement costs. Should the cost of the repair or replacement exceed your security bond the client will be invoiced separately for this cost.

At the time of any dry hire you will be required to provide a copy of your drivers licence and credit card number. By agreeing to these terms and conditions you also agree for Ab Fab and CPH to charge this credit card any unpaid funds within seven (7) days of your event.

If for any reasons there are damaged, lost, stolen or unreturned hire items the person named in this booking will be notified via email and invoiced for the full amount. This invoice is due within 7 days. If for any reason your hired items are not returned within the agreed period noted on your booking, we reserve the right to hold the security deposit.

Delivery, Pickup and Labour Surcharges

Where there is access difficulty to the event location a \$220 surcharge will apply. This fee may apply for any location that a trolley cannot be used to reach the event location, stairs or sand or the distance is greater than 50m from vehicle access. This fee is applied wherever Ab Fab and CPH sees fit to do so. If the location is outside the Sydney metro area a travel fee may apply. Ab Fab and CPH will provide the client with a quote in writing. Public Holidays will incur a surcharge. Should the agreed upon dismantle / collection time be exceeded beyond 15 minutes either by event duration or venue access times, the client is responsible for a surcharge of \$80 per staff member, per each hour it is exceeded.

Final Numbers for Bookings

Confirmation of final numbers of products required must be given to Ab Fab and CPH at least 14 days prior to the event date.

Change of event date or venue or quantities of products required may attract an alteration to fees quoted. We only allow a 10% reduction on quoted numbers at the time of booking, this may alter your quote and booking fee.

Hire Items

Please note that all items listed in your booking confirmation are on hire base only (unless otherwise stated). If the hired items are lost, stolen or damaged in anyway, the person named in the booking will be charge the full retail replacement value of the hired item/s. (Excluded fresh flowers, candles and balloons); and

at the time of pick up or delivery of the hire items the responsibility for the items passes to the person named in the booking. The hirer is responsible for the correct use and safe keeping of the hire items; and

if any hired items are lost, broken or damaged by venue staff this liability will be charged to the person named in this booking; and

that all linen hired must be returned free from candle wax and excessive stains. If the hired linen is unable to be cleaned via our standard cleaning policy the client will be charged an additional cleaning fee or replacement fee for the damaged items; and

that all catering equipment including but not limited to ovens, bbq's, glassware, crockery and glassware must be returned clean. If the items are not returned clean a cleaning fee will be deducted from your bond; and

the person named in the booking is responsible on pick up or delivery of hire items to count and check all hired items as no refund is given; and

the person named in the booking is responsible on return to count and check all hired items as being returned. If any items are missing or damaged the person named in the booking will be liable to pay the full replacement value of the hired item(s); and

If due to unforeseen circumstances that hired products become unavailable eg. Such as recently damaged from another event, Ab Fab and CPH will endeavour to offer clients a suitable alternative or refund the client on the product no longer available. Ab Fab and CPH is not responsible for any incurred costs to the client due to unforeseen product unavailability.

Packaging and Coat Hangers

On return of hired items all coat hangers, bags, boxes and packaging must be returned with the items. If these are not returned the security bond will be lost and redeemed by Ab Fab and CPH.

Delivery and Installation

Any time quoted by Ab Fab and CPH for delivery of goods and services is an estimate only and Ab Fab and CPH are not responsible for late delivery for any reason. If Ab Fab or CPH are delayed by any circumstance or event beyond their control, then they may suspend delivery or extend the delivery or supply time; and

delivery and pick up fee is quoted on each booking. There are no additional charges for pick up and return to our warehouse by the client; and

in the instance of any changes to the quoted and agreed delivery, installation or removal of any hire items or products by Ab Fab or CPH by the person named in this booking will incur additional charges as listed below, the person named in this booking will be invoiced for these charges and payment is due within 7 days of this invoice; and

if for any reason Ab Fab or CPH have to return to the agreed delivery address to pick up any items not given to the representative of our business at the initial time of pick up of the hired items the person named in this booking will be charged an additional pick up fee of the same value as the initial pick up fee quoted and agreed upon. This will be invoiced to the person named in the booking and the invoice is due within 7 days.

Inclement Weather – Outdoor events

Wet or windy weather location decisions must be made a minimum of 4 hours prior to the event start time in the case of wedding ceremonies and similar. For outdoor events with extensive setup requirements these will be dealt with on a case by case basis. If the client decides to proceed with the ceremony or event in stormy, wet or windy weather, Ab Fab and CPH has the right to refuse to roll out carpets or assemble equipment where it is deemed detrimental to the condition of the equipment and safety of guests and staff.

If the wet weather location is difficult to access a surcharge may be applied. If the client chooses to cancel due to wet or windy weather no funds will be refunded. If the client decides to move the wedding location after setup has commenced and Ab Fab and CPH agree to move the ceremony

setup a relocation fee equal to the total confirmed setup amount will be charged. Ab Fab and CPH will not be responsible for any delays in the setup.

Ab Fab and CPH are not responsible for refunding of hire items or services that are not able to be used due to bad weather conditions.

Permits

Council / National Park permits for the use of the chosen location is the responsibility of the client. Absolutely Fabulous Event Decorations will not be held responsible for clients not adhering to location restrictions. All copies of permits must be submitted to Absolutely Fabulous a minimum of seven (7) business days prior to event date. Absolutely Fabulous Event Decorations reserve the right to refuse setup in any location that requires a permit if these documents have not been supplied by the client.

Customers must Notify Ab Fab and CPH of Above & Below Ground Utilities, we accept no responsibility for damage to such Utilities during Installations or Dismantling of Marquees & Equipment.

Floristry

Florist reserves the right to substitute flower or foliage species due to availability or budget constraints. Florist will endeavour to stay as close to colour and style when making these substitutions. Final number of floral designs required must be given to Absolutely Fabulous Event Decorations a minimum of fourteen (14) days prior to event date. Any changes received after such time may incur additional fees.

Display

Ab Fab and CPH may use any images from photographs taken of this completed booking setup in their website, portfolio, display areas, exhibitions, competitions, advertising, slide shows, social media or commercially.

4. CANCELLATIONS

Cancellations must be made in writing via email to abfab@absolutelyfab.com.au or sales@campbelltownpartyhire.com.au The initial booking deposit of 25% is a non-refundable deposit. If the booking is cancelled within twenty one (21) days of the event date a 50% of total amount of your booking cancellation fee applies. If the booking is cancelled fourteen (14) days prior to the event you will be charged the total amount of the booking as a cancellation fee.

5. TERMINATION

- a) Upon the occurrence of any of the following events the period of hire will terminate and the equipment must be returned to Ab Fab and CPH forthwith namely –
 - I. An order of sequestration is made against the assets of the “Hirer”.

- II. The "Hirer" defaults in payment of equipment the subject of this agreement on the due date.
 - III. The "Hirer" defaults by non-observance of any of the terms stated in this agreement.
 - IV. The "Hirer" causes or allows to be caused any actor or occurrence which jeopardises the preservation and security of the equipment.
 - V. Any event of occurrence which makes it apparent that the "Hirer" has repudiated this agreement.
- b) In the event of any of the above occurrences taking place, the owner can act within the law and the term of this agreement for the return of the equipment and recovery of all outstanding costs and charges. The "Hirer" shall keep Ab Fab and CPH indemnified against any loss of damage or claim which may arise from the possession, operation and general use of the equipment under the control of the "Hirer", including any damage or loss in respect of injury to person or property arising out of use or operation of the equipment by any person whosoever, from the time of delivery until returned to Ab Fab and CPH.
 - c) The "Hirer" will not have any repairs, work or mechanical adjustments made to the equipment except where authorised in writing by Ab Fab or CPH.
 - d) Any dispute will not be recognised if not brought to our attention in writing with 14 day of receipt of invoice.
 - e) If the equipment is not returned on the due date, the "Hirer" will be liable to pay additional hire fees.
 - f) The "Hirer" agrees to pay for any damage or loss to hired equipment at the replacement value of the item/items. Until such payment is received extra hire charges will apply.
 - g) The "Hirer" agree to pay a bond on the equipment hired upon which deductions can be made if item/items are returned dirty, broken or missing.
 - h) All crockery, cutlery and kitchen equipment will be returned back to Ab Fab and CPH for counting and establishing of dirty, missing or broken items.

6. FORCE MAJEURE

- a) Force Majeure Event is an event which is beyond the reasonable control of Ab Fab and CPH and includes but is not limited to the following types of events:
 - I. an act of God;
 - II. war or other state of armed hostilities, insurrection, riot, civil commotion, pandemics, act of public enemies, national emergency (whether in fact or in law) or martial law;

- III. weather conditions of a severity that could not reasonably be expected to occur within a 10 year period at the location of the Hire items causing inundation or flood that prevents access to the Plant and Equipment; or
 - IV. action or inaction by, or orders, judgments, rulings, decisions or enforcement actions of, any government, governmental authority or court of competent jurisdiction whether local, State or Federal (including denial, refusal or failure to grant any permit, authorisation, licence, approval or acknowledgment despite timely endeavours to obtain same).
- b) Where either the Hirer or Ab Fab and CPH can no longer perform their obligations under the Hire Agreement by virtue of a Force Majeure Event, they shall immediately notify the other Party of the Force Majeure Event and shall be temporarily relieved of their respective obligations under the Hire Agreement whilst the Force Majeure Event continues. Regardless of such relief, the Party making the notification of the Force Majeure Event shall do everything within its power to minimise the duration of the Force Majeure Event and shall notify the other Party immediately upon cessation of the circumstances relating to the Force Majeure Event.
 - c) Without limiting Ab Fab and CPH's rights under these terms and conditions, if the Force Majeure Event continues for a period in excess of fourteen (14) calendar days, the Hirer or Ab Fab and CPH may terminate the Hire Agreement at their discretion without penalty.
 - d) Notwithstanding any Force Majeure Event, no Party is relieved or excused from performance of its obligation to pay amounts due to the other under the Hire Agreement.

BY MAKING PAYMENT OF 25% YOU ARE AGREEING TO ABIDE BY THESE TERMS AND CONDITIONS OUTLINED BY ABSOLUTELY FABULOUS EVENT DECORATIONS.