

## Terms and Conditions of Decor-Atif Ltd. July 2008

### **Design Services**

Design Services for functions and events are subject to individual contracts. A non-refundable booking fee of \$200 (deductible from final costs) or 20% of the estimate or quote is required to secure services for the event.

- Clients will sign a design services contract for the indicated estimate or quote and to show they have read the agreement of terms and conditions for the company's design and hire services.
- Clients will make an interim payment of 75% of the estimated costs 6 weeks prior to the contracted service provision. This payment becomes non-refundable 4 weeks prior to the agreed event date.
- Full balance of payment will be due on the event date.
- Because of the delicate nature of many decorations, clients agree to handle all products belonging to Decor-Atif Ltd. and other hire companies used on their behalf, with high standards of care.
- Clients will take full responsibility for all costs of hire taken on their behalf by Decor-Atif Ltd. and pay in advance all hire deposits and costs incurred for equipment hired from other companies.
- Clients are required to read and agree to the terms and conditions of Decor-Atif Design Services and the Hire terms of Decor-Atif Ltd. and any other Hire company dealt with on their behalf by Decor-Atif Ltd.
- Clients are responsible to ensure the security and safety of all hire equipment hired on their behalf by Decor-Atif Ltd. and all products belonging to Decor-Atif Ltd from the time of hire to the time of return. Clients will pay full replacement or repair costs in the event of thefts, damages or loss.

### **Conditions of Hire**

#### Freight, delivery and removal of equipment

Where delivery and removal is required, the hirer authorises the owner to bring their vehicles on to his property for the purposes of delivery and recovery of hired equipment and to indemnify the owner for incidental property damage if it occurs.

All freight handling costs and delivery charges are to be paid by hirer.

Equipment must be packed up ready for loading unless otherwise agreed.

The hirer or authorized representative must be present at time of delivery to check and acknowledge receipt of hire equipment in good order and condition. Upon return, the hirer or authorized representative must be on hand to acknowledge loss and damage upon removal or return. The owner is not responsible for shortages or claims after the hirer has taken possession of the hire equipment.

In the event that delivery cannot be affected by the owner because of the absence of the hirer or their representative at the delivery or collection address, additional charges will accrue for subsequent delivery or collection.

In these circumstances, repeat delivery will not affect the commencement of hire but repeated attempts to collect equipment will extend the hire period and the hirer shall be responsible for additional charges.

#### Hirers Agent

The person signing the Hire Agreement for and on behalf of the Hirer (if not personally the Hirer warrants that he has the authority of the hirer to make this contract on the hirers behalf and that he is empowered by the hirer to bind the Hirer to this agreement. The person so signing hereby indemnifies the owner against all losses and costs that may be incurred by the Owner arising out of the person so signing the agreement failing to have such power of authority.

#### Payment and Bond

Hires are reserved subject to a non-refundable booking fee. A bond is required before hiring commences which will exceed the estimated total charges and an appropriate refund will be made to the Hirer on return of the equipment in good order and condition

#### Hire Period

Hiring commences from the date and time that the equipment leaves the owners store as stated on the Hire Agreement. Hire Terminates on the date and time stated on the Hire Agreement by which time it must be delivered back into the Owners store by the Hirer or by the Owner if collected by the Owner at the Hirer' request.

Equipment is hired on a Daily, Weekend or Weekly Rate.

#### Responsibilities of Hirer

The Hirer shall take proper care of the equipment and shall indemnify the owner against any damage or loss or theft. The Hirer must reimburse the Owner in full for any damage or loss immediately upon termination of Hire.

It is the Hirers responsibility to satisfy himself that the equipment is suitable for their intended purposes and that it is used in a way that complies with all statutory requirements and the requirements of the venue.

#### No assignment of Hire to another party

The hirer shall not sublet the hired equipment to any other person. Employees of the hirer may use the equipment in conformity with this agreement

#### Warranties by owner

The owner makes no warranty or representation as to the state, quality or fitness of the equipment for any purpose and no such warranty shall be implied by the description of the equipment on the hire agreement or literature published by the owner.

#### Injury or damage to Hirer, Third persons or property

The hirer shall not have any claim against the owner for loss, injury or damage suffered by the hirer as a result of the Hirers use of the equipment. Further the Hirer shall indemnify the owner against any claim by a third person in respect of any loss, injury or liability arising from this Hiring or arising out of the use of the equipment Hired by the Hirer.

#### Responsibility for the use of candles and candlestands

The hirer is responsible for the safe use of all candles and shall not have any claim against the owner for loss, injury or damage suffered by the hirer as a result of the Hirer's purchase of, set up and / or use of Décor-atif's candles, candlestands or candelabra. Further the Hirer shall indemnify the owner against any claim by a third person in respect of any loss, injury or liability arising from this Hiring or arising out of the use of the equipment Hired by the Hirer.

#### Privacy of Information

By entering into this contract the Hirer hereby authorises the disclosure of personal information regarding his credit worthiness by any other party to the owner and that this personal information may be used by the owner to advise the hirer of the owners other goods and services. The Hirer has rights of access to and correction of personal information contained in this contract subject to the provisions of the Privacy Act 1993.